



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 10, 2022 at 5:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 April Harris Allison
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Secretary Andrea Cunningham
Public Works Director Aaron Reed
Planning Director Howard Koontz
Senior Planner Tory Carpenter
IT Coordinator Jason Weinstock

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

- 1. Approval of a Change Order to an Agreement with Carollo Engineers, Inc. for the South Regional Reclamation Expansion Project.**

BUSINESS AGENDA

- 2. Discuss and consider approval of an Ordinance approving an Interlocal Agreement with the Dripping Springs Independent School District for easements related to construction and improvements related to Roger Hanks Parkway including provisions related to parking, impervious cover, and compensation. Sponsor: Mayor Foulds, Jr.**
- 3. Discuss and consider approval of a revised Job Description for the Farmers Market Manager. Sponsor: Council Member Sherrie Parks**
- 4. Discuss and consider approval of the Appointment of members to the Comprehensive Plan Steering Committee. Sponsor: Mayor Foulds, Jr.**

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 5. Consultation with City Attorney and Deliberation of Real Property related to easements for road improvements at Roger Hanks Parkway. Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072**
- 6. Deliberation of Personnel Matters regarding the employment, job duties, compensation, and benefits of the Farmers Market Manager. Deliberation of Personnel Matters, 551.074**
- 7. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit. Consultation with City Attorney, 551.071**

UPCOMING MEETINGS

City Council Meetings

May 10, 2022, at 5:00 p.m.

May 17, 2022, at 6:00 p.m.

June 7, 2022, at 6:00 p.m.

June 21, 2021, at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **May 6, 2022, at 1:00 p.m.***

City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



Contract Cover Sheet

Contract Number	CAR04092019 – Task Order 2 <i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
Contractor with Contact Information	Carollo Company: Eva Steinle-Darling, POC:
	8911 N Capital of Texas Hwy, Suite 2200 Austin, TX 78759 Address:
	Phone Number:
Effective Date	Upon Execution
Termination Date	Upon Completion.
Renewal/ Termination Notice Date	Can be terminated with 30 days written notice to the other.
Bid/Quotes/ Budgeted	RFQ during the TWDB process.
Finance Review	Funds for this TO will come from TWDB Funds.
Contract Amount	\$165,406.00
Department	Utilities.
Reporting Requirements	Insurance Certificate: <input type="checkbox"/> Yes <input type="checkbox"/> NA
	Conflict Disclosure: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	1295 Reporting: <input type="checkbox"/> Yes <input type="checkbox"/> NA
	Other Reporting Requirements:
Council Meeting Date (if applicable)	May 10, 2022

TASK ORDER NO. 2

OWNER OF DRIPPING SPRINGS
(OWNER)

AND

CAROLLO ENGINEERS, INC.
(ENGINEER)

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 16th day of April, 2019, in connection with:

City of Dripping Springs
South Regional Water Reclamation Facility
Planning, Design, Bid, and Construction
(Project)

1.0 BACKGROUND

The City of Dripping Springs has retained Carollo Engineers, Inc. to provide professional engineering services for planning, design, bid and construction phase services related to the South Regional Water Reclamation Facility (WRF) Expansion Project at the City of Dripping Springs' existing Wastewater Treatment Facility. The new WRF, when complete, will consist of two treatment trains that achieve biological nutrient removal (BNR), with tertiary filtration and chemical polishing for additional phosphorus removal, and ultraviolet (UV) disinfection.

2.0 PURPOSE

The purpose of this Task Order No. 2 is to establish the Engineering Services Budget for additional design services associated with the Project that were not anticipated when Task Order No. 1 was prepared. The project scope elements are described in detail in Section 4.0.

3.0 PROJECT ELEMENTS

The scope of services presented herein is based on a project that consists of the major elements summarized below:

1. Site Work, including general paving and grading improvements, and yard piping
2. Electrical design and tie-in with Influent Pump Stations (structural & mechanical design by others)
3. Headworks and flow split between the new and existing WRF trains
4. Packaged secondary treatment with Biological Nutrient Removal (BNR) and clarifiers
5. Packaged Tertiary Filters
6. UV Disinfection
7. Solids Handling, up to potential sludge thickening prior to sludge storage or use of a sludge box

8. Odor Control for Headworks, and Solids Handling as necessary
9. Plant Electrical and Controls
10. Electrical design and tie-In to Reclaimed Water Pump Station (structural & mechanical design by others)

4.0 SCOPE OF SERVICES

TASK 100 PROJECT MANAGEMENT AND MEETINGS

Task 101 – Project Management, Planning, Scheduling and Reporting

101.1 Additional Project Management and Coordination Efforts

The project schedule under Task Order No 1 anticipated completion of the design by the first quarter of 2020. Due to circumstances in large part beyond Carollo's control, in particular delays due to the need to collect sample data to set design parameters and delays in obtaining survey and geotechnical data, the design schedule has been extended by over six months. Proportional hours for project management and coordination have been added to reflect a six-month extension of the schedule. Additional delays beyond six months have not been included.

TASK 200 QUALITY MANAGEMENT

No additional budget is requested under this task.

TASK 300 SUBCONSULTANT SERVICES

Task 301 - Electrical Engineering

ENGINEER has retained the services of SKE Engineering, Inc. to provide the electrical engineering and SCADA system design for this Phase I of the Regional Water Reclamation Facility Project. Additional scope and budget is requested under this task to cover SKE's design elements related to Phase II of the project (expansion of the current design to Interim II and Final Permit Phase flows). Please see the justification associated with Task 510.3.

TASK 400 PRELIMINARY DESIGN

No additional budget is requested under this task.

TASK 500 FINAL DESIGN

This final design task includes structural, civil, mechanical, and, as necessary, architectural components of the design of the project elements listed in Section 3.0. The additional budget requested under this Task Order No. 2 is will be tracked under Task 510 "Additional Design Services" and is based on additional design efforts that have largely already been expended, as follows:

510.1 Additional Coordination for the Combined Headworks and Influent Lift Station Design

When Task Order No. 1 was completed, a clear design delineation was anticipated between the influent lift station design (by CMA, contracted separately with the OWNER) and headworks design (by ENGINEER). The current design combines the headworks and lift station design into a single structure. This is anticipated to provide a better treatment solution for the OWNER overall, and result in significant construction cost savings, but required additional design elements by the ENGINEER and more detailed coordination with CMA than was anticipated under Task Order No. 1.

510.2 Custom Structural Design for the Aeration Basins and Secondary Clarifier

When Task Order No. 1 was completed, the design scope assumed a fully packaged secondary treatment system with metal basin walls provided by the equipment supplier, similar to the existing treatment plant at the site. During the course of the preliminary design, the ENGINEER agreed to change the design to concrete basin walls, which requires a full structural design of those basins by the ENGINEER and significant coordination with the packaged system suppliers, neither of which was anticipated in the prior scope. Concrete basin walls will provide a treatment system with a longer anticipated service life and a more tailored design for the OWNER's facility.

510.3 Detailed Design Provisions for a Future Second Parallel Train

The scope for Task Order No. 1 anticipated that the subsequent phases of the project would include a retrofit to the existing secondary treatment facilities, to be scoped and budgeted at a future time. Over the course of the design for the current project, the design team, in coordination with CMA and the OWNER, determined that the future flow (for Interim Phase II and Final Phase flows) would be treated at a new, second, parallel train located to the north of the current design. The existing treatment tank may still be reused as a sludge holding tank or aerobic digester, but given the age of this existing asset, a second new train identical to that being provided for the expansion will give OWNER the service life, operational performance, and maintenance benefits to meet its long term needs.

In order to avoid disruptions in operation of the Phase I WRF during construction of the Phase 2 parallel train, significant design progress for this future phase was required, including a preliminary site plan layout, sizing of future basins and equipment, establishing future electrical loads, and planning for electrical duct bank routing, yard piping, and site civil considerations. This progress represents a sizeable design effort and expense for which payment is requested as part of this task order. These costs are anticipated to significantly and directly reduce future design effort and cost.

TASK 600 PERMITTING AND AGENCY COORDINATION (RESERVED)

No additional budget is requested under this task.

TASK 700 BID PHASE SERVICES

No additional budget is requested under this task.

TASK 800 CONSTRUCTION PHASE SERVICES

Construction phase services are being provided as part of a separate Task Order.

TASK 900 SPECIAL SERVICES

Reserved.

6.0 TIME OF PERFORMANCE

The additional design work contained within this Task Order No. 2 has largely already been completed. No additional changes to the design schedule are anticipated.

7.0 BUDGET

OWNER and ENGINEER have established a not-to-exceed budget of **\$165,406.00** to complete all services under this Task Order No. 2. This amount will not be exceeded without a contract amendment.

OWNER will pay the ENGINEER on a lump sum basis for services identified in this Task Order No. 2. The budget for the updated Task 100, 300, and 500, broken down by subtask, are presented in Exhibit A. OWNER and ENGINEER agree to allow redistribution of funds between Tasks 100 through 500 as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services for this amount unless the Budget is amended by OWNER and ENGINEER as a result of additional changes to the Scope of Work or Time of Performance.

8.0 EFFECTIVE DATE

This Task Order No. 2 is effective as of the ____ day of _____, 2020.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 2 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

CITY OF DRIPPING SPRINGS

Accepted this ____ day of _____, 2020

By: _____
Eva Steinle-Darling, PhD, PE
Vice President

By: _____
Bill Foulds, Jr., Mayor

By: _____
Scott Hoff, PE
Senior Vice President

CAR04092019

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT made and entered into this 16th day of April, 2019 by and between the City of Dripping Springs, TX, (hereinafter "CITY"), and Carollo Engineers, Inc., (hereinafter "ENGINEER").

WITNESSETH:

WHEREAS, the CITY and the ENGINEER wish to enter into an Agreement (hereinafter "Agreement") for the furnishing of Engineering Services, including the planning, design, bid, and construction phase services related to the City of Dripping Springs New Water Reclamation Project (hereinafter "Project"), and

WHEREAS, the CITY has retained ENGINEER, who is qualified and prepared to perform the necessary professional services in connection with the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

SECTION 1 - PROFESSIONAL SERVICES/SCOPE OF SERVICES

- 1.1 ENGINEER shall provide professional engineering services in all phases of the Project to which this Agreement applies. The services furnished by the ENGINEER will be defined by Task Orders which will set forth the Engineer's Services, Time of Performance, and Payment.
- 1.2 It is intended that each Task Order, after execution by both parties shall become a supplement to and a part of this Agreement.

SECTION 2 - PAYMENT TO ENGINEER

- 2.1 As consideration for providing the services referred to in Section 1, the CITY shall pay ENGINEER on the basis to be established in the Task Order for Services.
- 2.2 The ENGINEER is not responsible for damage or delay in performance caused by events beyond the control of

ENGINEER. In the event ENGINEER's services are suspended, delayed or interrupted for the convenience of the CITY or delays occur beyond the control of ENGINEER, an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel and subcontractors shall be made.

- 2.3 CITY reserves the right to direct revision of ENGINEER's services as may be necessary. When ENGINEER is directed to make revisions under this section of the agreement, ENGINEER shall advise CITY of the probable costs involved in completing engineering services and the time of performance for such completion. Extra services also include those that are required for defense of claims, in which event ENGINEER shall bill CITY on an hourly basis together with cost of material.
- 2.4 In the event CITY and ENGINEER cannot agree on equitable compensation for services rendered in making revisions, then, at CITY's option, ENGINEER shall

either continue performance under the revised Agreement and an equitable adjustment in ENGINEER's time of performance and cost of ENGINEER's personnel shall be made at completion of the revised work or ENGINEER shall not be obligated to continue performance under this Agreement.

- 2.5 If ENGINEER's work products require revisions prior to construction bidding due to ENGINEER's errors or omissions, the exclusive remedy will be limited to revisions made by ENGINEER without compensation.

- 2.6 The ENGINEER shall bill the CITY monthly invoicing the services performed and the cost of such services.

CITY agrees to pay invoices within 45 days of their date. Payments not received by ENGINEER within 45 days shall be considered delinquent and subject to a finance charge of 1 percent per month for each month unpaid after the date of invoice. ENGINEER may suspend services should an invoice remain delinquent for 75 days from date of invoice.

- 2.7 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed to the designated responsible person or office:

TO CITY:

Ginger Faught
 PO Box 384
 Dripping Spring, TX 78620

TO ENGINEER:

Eva Steinle-Darling
 8911 N Capital of Texas Hwy, Suite 2200
 Austin, TX 78759

When so addressed, notices shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices and invoices shall be deemed given at the time of actual delivery.

All payments are to be mailed to:

Carollo Engineers, Inc.
 P.O. Box 30835
 Salt Lake City, UT 84130-0835

unless otherwise informed on the face of the invoice.

SECTION 3 - MISCELLANEOUS

- 3.1 The CITY shall furnish the ENGINEER available studies, reports and other data pertinent to ENGINEER's services; obtain or authorize ENGINEER to obtain or provide additional reports and data as required; furnish to ENGINEER services of others required for the performance of ENGINEER's services hereunder, and ENGINEER shall be entitled to use and rely upon all such information and services provided by CITY or others in performing ENGINEER's services under this Agreement.

- 3.2 The CITY shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services hereunder.

- 3.3 Documents, including drawings and specifications, prepared by ENGINEER pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to

ENGINEER; and CITY shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

- 3.4 The ENGINEER maintains, at its own expense, Worker's Compensation and Employers Liability, Comprehensive General Liability, Automobile Liability and Professional Liability policies with limits at or above that which is reasonably required of other engineering firms and will, upon request, furnish insurance certificates to CITY.

SECTION 4 - LEGAL RELATIONS

- 4.1 The ENGINEER shall be responsible for professional negligence, which is failure to exercise skill and ability as ordinarily required of engineers under the same or similar circumstances. The ENGINEER shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, or consequential damages and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards. Additionally, ENGINEER shall not be responsible for acts and decisions of third parties, including governmental agencies, other than ENGINEER's subconsultants, that impact project completion and/or success.
- 4.2 The ENGINEER agrees to indemnify and hold the CITY harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against the CITY to the extent caused by the negligent acts or omissions of ENGINEER, ENGINEER'S employees, if any, and ENGINEER'S agents, except as limited in this Agreement.
- 4.3 Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The ENGINEER and CITY agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of ENGINEER's services.
- 4.4 The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on ENGINEER's opinion based on experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by ENGINEER.
- 4.5 If the project involves construction of any kind, the parties agree that CITY and ENGINEER shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from Contractor's performance of work including injury to any worker on the job site except for the sole negligence of CITY or ENGINEER. Both CITY and ENGINEER shall be named as additional primary insured(s) by Contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.
- 4.6 ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be

responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

- 4.7 The services to be performed by ENGINEER are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the ENGINEER's performance of its services hereunder, and no right to assert a claim against the ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the ENGINEER's services hereunder.
- 4.8 The ENGINEER's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the CITY, the ENGINEER shall furnish to the CITY both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media.

Because data stored in electronic media form can be altered, inadvertently, it is agreed that the CITY shall hold ENGINEER harmless from liability arising out of changes or modifications to ENGINEER's data in electronic media form in the CITY's possession or released to others by the OWNER.

SECTION 5 - TERMINATION OF AGREEMENT

- 5.1 This Agreement might be terminated by either Party without cause with thirty (30) days written notice to the other.

- 5.2 If this Agreement is terminated with or without cause, in either event, CITY shall provide:

- a. not less than five (5) working days' written notice of intent to terminate, and
- b. an opportunity for good faith consultation prior to termination.

SECTION 6 - DISPUTE RESOLUTION

- 6.1 All claims, disputes, and other matters in controversy between CITY and ENGINEER arising out of or in any way related to this Agreement will be submitted to Alternative Dispute Resolution (ADR) before, and as a condition precedent to other remedies provided by law. The method for resolving disputes will be agreed to between the parties and each party shall use its best efforts to reach a resolution.

SECTION 7 - ENTIRE AGREEMENT

- 7.1 This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Agreement. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by the CITY and ENGINEER.

SECTION 8 - GOVERNING LAW

- 8.1 This Agreement is to be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising from the performance of this Agreement is proper in Hays, County.

SECTION 9 - MANDATORY DISCLOSURES

9.1 Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SECTION 10 - RELATIONSHIP OF PARTIES


10.1 It is understood by the Parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Engineer. The City may contract with other individuals or firms for engineering services.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement, with effective date the day and year first above written.

CAROLLO ENGINEERS, INC.

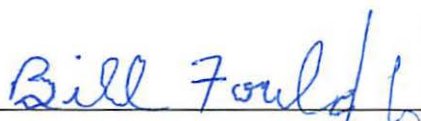
By: 
Eva Steinle-Darling, PhD, PE
Associate Vice President

PE# 113317

By: 
Scott Hoff, PE
Senior Vice President

PE# 89056

CITY OF DRIPPING SPRINGS

By: 
Bill Foulds, Mayor Pro Tem

CERTIFICATE OF INTERESTED PARTIES

Item # 1.

FORM 1255

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Carollo Engineers, Inc.
Austin, TX United States

Certificate Number:
2019-472934

Date Filed:
04/05/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CAR04092019
Engineering services for the New Water Reclamation Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hart, Vincent	Broomfield, CO United States	X	
	Wason, Ash	Costa Mesa, CA United States	X	
	Wachter, Russell	Phoenix, AZ United States	X	
	Hagstrom, James	Walnut Creek, CA United States	X	
	Carella, Louis	Walnut Creek, CA United States	X	
	Narayanan, Balakrishnan	Walnut Creek, CA United States	X	
	Barnes, Michael	Walnut Creek, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is SCOTT P. HOFF, and my date of birth is 9/19/70.

My address is 5329 SUMMER STAR LN, FRISCO, TX, 75036, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 8th day of April, 2019.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

TASK ORDER NO. 1

CITY OF DRIPPING SPRINGS
(OWNER)

AND

CAROLLO ENGINEERS, INC.
(ENGINEER)

This Task Order is issued by the OWNER and accepted by ENGINEER pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 16 day of April, 2019, in connection with:

**City of Dripping Springs Water Reclamation Facility Planning, Design, Bid, and Construction
(Project)**

1.0 BACKGROUND

The City of Dripping Springs has retained Carollo Engineers, Inc. to provide professional engineering services for planning, design, bid and construction phase services related to retrofits to and expansion of the City of Dripping Springs' existing Wastewater Treatment Facility (WWTF) to create a new Water Reclamation Facility (WRF). The new WRF, when complete, will consist of two treatment trains that achieve biological nutrient removal (BNR), with tertiary filtration and chemical polishing for additional phosphorus removal, and ultraviolet (UV) disinfection.

2.0 PURPOSE

The purpose of this Task Order No. 1 is to establish the Scope of Work, the Time of Performance, and the Engineering Services Budget for design services to prepare contract documents necessary to obtain bids from qualified contractors to perform the work and construction phase services associated with the WRF expansion train and a new common headworks only, also referred to as Phase I of the Project. This Task Order No. 1 consists of design and bid phase services for a new 822,500 gpd (on the basis of average dry weather flow with a peaking factor of 4.0) common headworks to serve the existing treatment train and the new expansion train, and a 497,500 gpd capacity WRF expansion train consisting of secondary treatment with biological nutrient removal (BNR), filtration and final disinfection using UV. This Task Order No. 1 further assumes that the design will be completed using packaged equipment, where practical, to reduce design and construction cost.

Future task orders will address the construction phase services for headworks and expansion train design completed under this Task Order No. 1, as well as design, bid and construction phase services related to retrofits to the existing WWTF and subsequent phases of work, if any.

The engineering services associated with this Task Order No. 1 will consist of the following:

- Task 100 – Project Management and Meetings
- Task 200 – Quality Management
- Task 300 – Subconsultant Services
- Task 400 – Preliminary Design
- Task 500 – Final Design
- Task 600 – Permitting and Agency Coordination
- Task 700 – Bid-Phase Services

Construction phase services, listed under Task 800 below, will be provided as part of a future Task Order.

3.0 PROJECT ELEMENTS

The scope of services presented herein is based on a project that consists of the major elements summarized below:

1. Site Work, including general paving and grading improvements, and yard piping
2. Electrical design and tie-in with Influent Pump Stations (structural & mechanical design by others)
3. Headworks and flow split between the new and existing WRF trains
4. Packaged secondary treatment with Biological Nutrient Removal (BNR) and clarifiers
5. Packaged Tertiary Filters
6. UV Disinfection
7. Solids Handling, up to potential sludge thickening prior to sludge storage or use of a sludge box
8. Odor Control for Headworks, and Solids Handling as necessary
9. Plant Electrical and Controls
10. Electrical design and tie-in to Reclaimed Water Pump Station (structural & mechanical design by others)

4.0 SCOPE OF SERVICES

TASK 100 PROJECT MANAGEMENT AND MEETINGS

Task 101 – Project Management, Planning, Scheduling and Reporting

- 101.1 Project Plan: Prepare a Project Management Plan to guide the project team through work activities necessary to complete the final design phase of this project. The plan will include information on project organization, communications, coordination, procedures, deliverable templates, resources, schedule, deliverable milestones, work plan, contingency management, subconsultant management, cost control, and quality control.
- 101.2 Plan, organize, staff, direct, manage, coordinate, and report work tasks of project team.
- 101.3 Prepare and submit monthly invoices and progress reports.
- 101.4 Prepare baseline design schedule identifying design phase activities, interrelationships, deliverable deadlines, and critical path tasks.

101.5 Manage project budget, schedule, and invoicing.

Deliverables:

- a. Project Plan.
- b. Baseline preliminary design phase schedule.
- c. Monthly progress reports, schedule updates, and invoices.

Task 102 – Project Coordination Meetings

Prepare for, conduct, and perform follow-up actions for a project kick-off meeting, and up to six design coordination meetings with Project Team. The purpose of the meetings will be to coordinate upcoming activities of the various disciplines engaged in the design. It is assumed that each meeting will be conducted via conference call, and will last up to 3 hours.

Deliverables:

- a. Agendas, meeting minutes, action, and decision log updates.

Task 103 –Basis of Design Workshop

Prepare for, conduct, and perform follow-up actions for a full-day, in-person workshop to be conducted at Carollo’s Austin office with members of the Project Team. The purpose of this meeting is to establish good communication, discuss and finalize critical process design decisions, and perform a significant portion of the preliminary design task in real-time.

Deliverables:

- a. Agendas, meeting minutes, action, and decision log updates.
- b. Summary of major design decisions and process parameters for each process area.

Task 104 – Deliverable Review Workshops

Prepare for, conduct, and perform follow-up actions for up to two deliverable review workshops. Each workshop will be scheduled to review interim design plans and specifications with OWNER’s personnel and Project Team to collect comments. It is assumed that each workshop be held in-person, will last up to 4 hours, will be conducted within two weeks after the submittal deliverable date, and that a list of key review items will be provided by the ENGINEER to OWNER to help prioritize review items. Meeting minutes developed from each workshop will include a list of key decisions that will become frozen as a result of review.

104.1 60% Design Review Workshop.

104.2 90% Design Review Workshop.

Deliverables:

- a. Agendas, design deliverables, meeting minutes.

TASK 200 QUALITY MANAGEMENT

Task 201 – Ongoing Quality Management

Perform quality management activities on Carollo tasks including on-going discipline coordination, technical review, document review, quality assurance/quality control activities, checking, and activities.

Task 202 - Independent Technical Review Team

Internal peer review services of the preliminary design and a constructability and construction schedule review between 60% and 90% completion will be provided by senior Carollo staff not working on the design. The following will be conducted under this subtask:

- 202.1 Complete PER deliverable package reviewed by peer review team prior to submittal.
- 202.2 Construction schedule and sequencing information reviewed by peer review team between 60% and 90% completion.

TASK 300 SUBCONSULTANT SERVICES

This Task Order No. 1 assumes that survey and geotechnical data needed for the work described herein are made available to ENGINEER by OWNER.

Task 301 - Electrical Engineering

ENGINEER will retain the services of SKE Engineering, Inc. to provide the electrical engineering design for this Phase I of the Regional Water Reclamation Facility Project.

- 301.1 Subconsultant shall prepare Drawings and Specifications for the following Project Elements:
 - 1. Influent Pump Stations
 - 2. Headworks
 - 3. Packaged secondary treatment with Biological Nutrient Removal (BNR) and clarifiers
 - 4. Packaged Tertiary Filters
 - 5. UV Disinfection
 - 6. Reclaimed Water Pump Station
- 301.2 Subconsultant shall attend up to six design coordination meetings (Task 102) and the Basis of Design Workshop (Task 103).
- 301.3 Subconsultant shall assist in answering questions during the Bid Period, and preparing Addenda related to the Subconsultant's design elements.

TASK 400 PRELIMINARY DESIGN

Task 401 – Review Existing Conditions

- 401.1 ENGINEER will make a site visit to assess the condition of the existing treatment facilities, estimate their remaining life, and review the site layout.
- 401.2 ENGINEER will review record drawings for the existing WWTF. Based upon information from OWNER's staff and its designees, determine current system operational capabilities and confirm preliminary engineering assumptions in Technical Memorandum (TM) No. 1 dated October 2015.

Task 402 - Preliminary Engineering Report/30% Design Submittal

Building on TM No. 1 (Conceptual Design, dated October 2015), and the decisions made at the Basis of Design Workshop (Task 103), ENGINEER will prepare a series of technical memoranda (TM) to document the basis of design in detail. Each TM will present design criteria and results of packaged equipment evaluations as appropriate. The TMs will be compiled into a binder on completion of the work to form the Preliminary Engineering Report (PER).

The PER/30% Design Submittal will include the following:

- 402.1 Headworks and Flow Split TM: Evaluate flow split and screening alternatives, develop design criteria, and solicit and evaluate packaged solutions from up to three manufacturers. Select one headworks package that meets project criteria and can be carried forward into detailed design.
- 402.2 Secondary Process TM: Establish secondary process performance requirements and solicit complete packaged secondary treatment solutions from up to three suppliers that include aeration basins, clarifiers, blowers, and RAS/WAS pumps. Review and evaluate supplier-proposed approaches and designs, including basin configuration mode of construction. Confirm supplier proposed BNR approaches using BioWin process models. Select one equipment package that meets project criteria and can be carried forward into detailed design.
- 402.3 Tertiary Filtration TM: Establish design criteria for tertiary filtration and chemical feed requirements associated with chemical phosphorus polishing. Solicit packaged solutions from up to three suppliers, potentially in conjunction with Task 402.2. Review and confirm viability of supplier-proposed solutions. Select one filter equipment package that meets project criteria and can be carried forward into detailed design. The scope for this subtask assumes above-ground manufacturer-supplied steel filter boxes.
- 402.4 UV Disinfection TM: Establish design criteria for UV disinfection and solicit UV equipment proposals from up to three manufacturers. Review and confirm approaches from proposed manufacturers on the basis of UV validation data. Select one UV equipment package that meets project criteria and can be carried forward into detailed design. The scope for this subtask assumes above-ground manufacturer-supplied steel channels for open-channel designs or an in-vessel UV design.

- 402.5 Solids Handling TM: Perform a simple evaluation of current solids disposal methods, and consider either sludge thickening prior to the existing sludge storage tank with liquid sludge hauling as currently practiced, or alternative use of a sludge box and hauling to landfill.
- 402.6 Odor Control TM: Establish design criteria for odor control to serve the new Headworks facilities, at a minimum, with consideration of odor control measures for a sludge box should the method of sludge disposal be changed based on the outcome of the Solids Handling TM.
- 402.7 Preliminary Site Layout TM: Review space available at the project site and evaluate alternative site layout options on the basis of sizing criteria and manufacturer-provided equipment dimensions obtained from Tasks 402.1-402.4. The scope for this subtask will include an assessment of space needs for future equipment, such as the UV disinfection to be designed as part of future retrofits to the existing WRF train.
- 402.8 Hydraulic Modeling TM: Develop hydraulic model of the proposed WWTF using Carollo's Hydraulix® modeling tool. The results of the hydraulic modeling effort will be used to develop the plant hydraulic profile drawing.
- 402.9 Project Delivery, Cost, and Schedule TM: Suggest equipment procurement approach and present a preliminary opinion of probable construction cost. Consider project sequencing and construction approach.

Deliverables:

- a. Draft and final versions of PER (3 hard copies, and PDF)
- b. Limited set of 30% Drawings as annotated from the 3D Model, including at minimum the site plan and process flow diagram.

Note: Design development will be done using three-dimensional (3D) modeling of facilities and/or systems. Where available, 3D models of packaged equipment provided by manufacturers will be incorporated into the Carollo 3D model; otherwise, 2D drawings provided by the manufacturers will be used. The 3D model will be and refined throughout the preliminary and final design phases and is not considered a project deliverable.

TASK 500 FINAL DESIGN

Using information developed in Task 400, ENGINEER will prepare contract documents (plans and specifications) for construction of the Project, as identified in Section 3.0 Project Elements. Plans and specifications will be prepared in accordance with the standard of care for public works construction and will rely materially on proposals and drawings provided by manufacturers. ENGINEER and OWNER mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

The facilities will be designed in accordance with the latest editions of the pertinent codes and regulations, as adopted by OWNER, or as agreed to by OWNER and ENGINEER at the beginning of the Project. Changes in codes and regulations, which occur after the notice to proceed, may be considered a change in scope.

Drawings

Full sized Engineering Drawings will be prepared on 22-inch by 34-inch format. Electronic files of the plan sheets will be provided to OWNER as PDF Files on completion of design. Half size drawings will be 11-inch by 17-inch format.

Specifications

Technical Specifications will be prepared in Construction Specification Institute (CSI) format using the Engineers Joint Contract Documents Committee (EJCDC) Specifications. ENGINEER will prepare the Technical Specifications to support the necessary improvements detailed in the project elements.

Contract documents will be prepared based on one set of bid documents for the entire project. It is assumed that this project will be procured under a conventional design-bid-build (DBB) approach.

Submittal of Plans and Specifications

ENGINEER will prepare three (3) draft submittals to obtain review comments from OWNER staff, and state regulatory/funding agencies. The submittals will include 2D drawings extracted from the 3D models. The ENGINEER will respond to written comments and incorporate comments where appropriate.

The planned 2D submittals are:

- a. Intermediate Design Submittal (60%) – The ENGINEER will prepare and submit plans and specifications at the intermedia design level of completion. The Intermediate Design Submittal will include the various discipline plans, technical specifications, and typical details, and an update of the opinion of probable construction cost as appropriate to the level of design at the time of the submittal. A copy of the Preliminary Design Submittal comments will be provided with the Intermediate Design Submittal.
- b. Final Design Submittal (90%) – The ENGINEER will prepare and submit plans and specifications at the final design level of completion. The Final Design Submittal will include the various discipline plans, technical specifications, and typical details, and an update of the opinion of probable construction cost as appropriate to the level of design at the time of the submittal, and will essentially represent the Contract Documents ready to bid. A copy of the Intermediate Design Submittal comments will be provided with the Final Design Submittal.
- c. Bid Set Submittal – The ENGINEER will prepare and submit plans and specifications for the purpose of bidding, and regulatory and funding agency review. The Bid Set Submittal will include all plans, technical specifications, and any update of the opinion of probable construction cost necessary. The Bid Set Submittal will demonstrate complete readiness to proceed to construction.

This final design task includes structural, civil, mechanical, and, as necessary, architectural components of the design of the project elements listed in Section 3.0:

Task 501 - Headworks and Flow Split Structure Final Design

Prepare plans and specifications for the headworks and flow split structure. The headworks is assumed to include two mechanically-cleaned drum screens and screenings washer/compactors, a bypass channel with manual bar rack, grit removal, grit washing and handling, and a common screenings/grit hopper.

Task 502 - Secondary Process Final Design

Prepare plans and specifications for the biological nutrient removal process, assuming a packaged treatment system including aeration basins for biological nutrient removal (BNR), secondary clarification, and RAS/WAS pumping. It is assumed no primary clarification will be included. Secondary clarifiers will feature chemical storage and feed systems for phosphorus removal, if required. It is assumed that new aeration blowers will be housed in the existing admin / blower / reclaimed water pump station building (also referred to as “the barn”).

Task 503 - Tertiary Filtration Final Design

Prepare plans and specifications for tertiary filtration. The scope for this task assumes steel filter vessels with a canopy over the filters.

Task 504 - UV Disinfection Final Design

Prepare plans and specifications for a UV disinfection system comprised of a minimum of two ultraviolet disinfection reactors. The scope for this subtask assumes above-ground manufacturer-supplied steel channels for open-channel designs or an in-vessel UV design.

Task 505 - Solids Handling Design

Prepare plans and specifications for thickening of sludge prior to the existing sludge holding tank. The scope for this subtask assumes a rotary drum thickener with associated polymer feed system.

Task 506 - Odor Control Design

Prepare plans and specifications for an odor control system comprised of up to two biotrickling/biofilter vessels, two exhaust fans (duty/standby), up to two recirculation pumps (if needed), and associated foul air ductwork. The odor control system will primarily serve the Headworks facility, but may also serve sludge facilities as needed.

Task 507 - Opinion of Probable Construction Cost

The ENGINEER will prepare an opinion of construction cost at the Preliminary design level that will be updated at the Intermediate Design, and Final Design submittals. ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by the ENGINEER.

- 506.1 Prepare opinion of probable construction cost for the WRF Expansion Project 60% interim deliverable package. Issue to OWNER along with 60% deliverables. Cost opinion will be a Class 2 Estimate as defined by the American Association of Cost Engineers (AACE).
- 506.2 Prepare opinion of probable construction cost for the WRF Expansion Project 90% interim deliverable package. Issue to OWNER along with 90% deliverables. Cost opinion will be a Class 2 Estimate as defined by the American Association of Cost Engineers (AACE).

506.3 Prepare opinion of probable construction cost for the WRF Expansion Project final deliverable package. This will be considered the "Fixed Construction Budget" designated by the OWNER. Issue to OWNER along with Bid ready Contract Documents. Cost opinion will be a Class 1 Estimate as defined by the American Association of Cost Engineers (AACE).

Deliverables:

- a. Opinion of probable construction cost at 60%, 90%, and Final submittals.

Task 508 – TCEQ Submittals

As required by the Texas Commission on Environmental Quality (TCEQ) and Title 30, Chapter 217 of the Texas Administrative Code (30 TAC 217), ENGINEER will prepare a Summary Letter of Transmittal for submittal to TCEQ for review and project approval. Bid ready contract documents will be submitted to TCEQ if required to complete TCEQ review.

TASK 600 PERMITTING AND AGENCY COORDINATION (RESERVED)

It is assumed that all permitting and agency coordination for this project will be performed by others.

TASK 700 BID PHASE SERVICES

Bid phase services cover the bid period of the Project. Bid phase budget assumes a level of effort from OWNER and the General Contractor based on the ENGINEER's experience.

Task 701 - Pre-bid Meeting

ENGINEER will prepare an agenda and assist OWNER Purchasing Office to conduct a Prebid Conference. The notice for the Prebid Conference will be included in the Contract Documents. ENGINEER's design and construction staff will attend the Prebid Conference and will prepare minutes of the meeting. The meeting minutes will be forwarded to the OWNER for review and will be distributed to all parties on the Plan Holders List.

Deliverables:

- a. Pre-bid meeting agenda, minutes, list of attendees.

Task 702 -Respond to Bidder Inquiries

ENGINEER will assist the OWNER Purchasing Office to answer questions and provide support to the OWNER during the Bid Period. All questions will be documented and answered in writing on a standard Project Information Request Form. These forms will be forwarded to the OWNER for review and all parties on the Plan Holders List.

Deliverables:

- a. Documentation of bidder inquiries and responses for bid period.

Task 703 - Prepare Addenda

ENGINEER will prepare Addenda required for technical clarification, and submit to OWNER to issue Addenda to all parties on the Plan Holders List. Up to three addenda will be prepared for the bid package.

Deliverables:

- a. Addenda.

Task 704 - Bid Evaluations

ENGINEER will review bid responses and will prepare a written evaluation and recommendation for award. As a minimum, the review shall examine previous project history (client references provided with bid) and proposed staff.

Deliverables:

- a. Letter documenting Engineer's assessment of qualifications of bidders.

TASK 800 CONSTRUCTION PHASE SERVICES - FUTURE

Construction phase services will be provided as part of a future Task Order. These future construction phase services are anticipated to include:

1. Preparation of conformed documents
2. Submittal review
3. Issue interpretations and clarifications
4. Addressing minor changes and change orders
5. Technical and construction progress meetings
6. Preparation of record drawings
7. Limited on-site construction oversight

TASK 900 SPECIAL SERVICES

Reserved.

5.0 ASSUMPTIONS AND OWNER RESPONSIBILITIES

In addition to specific assumptions presented within Tasks 100 through 800, the following major assumptions apply to the scope of services:

1. **Schedule:** The base proposal assumes the schedule as shown in Section 6.0 will be followed.
2. **OWNER Review Periods:**
 - a. It is anticipated that one round of OWNER reviews will be conducted per deliverable and one set of conformed and combined OWNER comments will be provided to the ENGINEER per deliverable.
 - b. OWNER review and comment periods for Preliminary Design Report, 60% Submittal, and 90% Submittal will be completed within 14 days to allow the ENGINEER to proceed per the schedule specified under Assumption No. 1.
3. **Decision Log:** The ENGINEER will maintain a log of major decisions made throughout the project. The Decision Log will be reviewed twice monthly with the OWNER for concurrence. Changes to the agreed-to decisions or retroactive decisions may result in an increase to the schedule and/or fee.
4. **File Management:** ProjectWise® will serve as the file management system for all project documentation. All drawings and specifications will be saved to the ProjectWise® files created specifically for this project.
5. **Site and Project Elements:** The scope of services will be limited to those sites and project elements identified under the Project Elements listed above.
6. **Deliverables:** Up to five (5) paper copies of all deliverables will be provided to the OWNER. Interim drawing sets will be produced at half-size (11" x 17") scale. All deliverables will also be provided to the City and posted to ProjectWise® in searchable PDF format.
7. **Changes in Laws or Regulations:** In the event that changes in Laws or Regulations after the effective date of the authorization impose taxes, fees, or costs on ENGINEER's services, the costs shall be in addition to the ENGINEER's estimated total fee presented herein.
8. **Building Code:** The design will be based on the 2016 International Building Code.
9. **Electrical Code:** The design will be based on the 2016 International Electrical Code.
10. **Final Design (Task 500):**
 - a. Bid-ready Contract Documents are the sets of documents that will be issued for bidding purposes, signed, and sealed by the responsible Professional Engineers.
 - b. Cost estimates: The ENGINEER has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. The ENGINEER cannot

and does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the costs estimated under Task 506.

- c. Drawings will be produced in MicroStation, and converted to AutoCAD for final Drawings.
 - d. Specifications and details: ENGINEER's standard specifications and details will be used as the primary specifications and details for the Contract Documents. OWNER standard technical specifications and details will be incorporated as applicable or as specifically required.
11. Specification format: Specifications will follow the CSI 95 format, with 17 Divisions.
12. Permitting, and Agency Coordination (Task 600):
- a. It is assumed that permit conditions will not result in additional drawing production beyond the deliverables identified herein nor require changes to "frozen" design decisions.
 - b. It is also assumed that OWNER or others designated by OWNER will prepare and submit to the TCEQ an application for a reuse authorization under 30 TAC 210.
13. Bid Phase Services (Task 700):
- a. Construction of the Phase I Project will be bid in a single bid package.
 - b. The scope does not include costs for rebidding or bid protests.
 - c. It is assumed the OWNER will distribute electronic media copies of Contract Documents to Bidders. The cost to provide additional bond copies will be paid by plan holders.
14. Items not included in Scope of Work:
- a. Cost of permit applications/plan review by permitting agency.
 - b. Cost of reissuing or redesigning project elements due to project cost.
 - c. Costs associated with response or rework for value engineering and/or external peer reviews.
 - d. Construction phase services; these will be included in a future Task Order.

6.0 TIME OF PERFORMANCE

ENGINEER shall commence work immediately following authorization to proceed. ENGINEER agrees to deliver all work for design services within 400 calendar days after notice to proceed.

PROJECT SCHEDULE		
Milestone	Weeks Following Previous Deliverable	Weeks Following Notice to Proceed
Kick-Off Meeting	2	2
Basis of Design Workshop	4	6
Preliminary Design Report	12	18
60% Submittal	12	30
90% Submittal	8	38
Final Submittal/Bid Sets	4	42
Bid Phase Services*	2 months	2 months

*The schedule for bid phase services depends on OWNER's bid schedule. Two months of active support of the bid phase are assumed.

7.0 BUDGET

OWNER and ENGINEER have established a not-to-exceed budget of \$895,000 to complete all services under this Task Order No. 1. This amount will not be exceeded without a contract amendment.

OWNER will pay the ENGINEER on a lump sum basis for services identified in this Task Order No .1. The budget for each Task is presented in Exhibit A. OWNER and ENGINEER agree to allow redistribution of funds between Tasks 100 through 700 as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services for this amount unless the Budget is amended by OWNER and ENGINEER as a result of a change to the Scope of Work or Time of Performance.

8.0 EFFECTIVE DATE

This Task Order No. 1 is effective as of the 16th day of April, 2019.

IN WITNESS WHEREOF, duly authorized representatives of the OWNER and of the ENGINEER have executed this Task Order No. 1 evidencing its issuance by OWNER and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

CITY OF DRIPPING SPRINGS

Accepted this 16th day of April, 2019

By: 
Eva Steinle-Darling, PhD, PE
Associate Vice President

By: 
Officer

By: 
Scott Hoff, PE
Senior Vice President



To: City Council
From: Laura Mueller – City Attorney
Date: May 10, 2022
RE: Roger Hanks Parkway
ATTORNEY/CLIENT PRIVILEGE

The City of Dripping Springs has been working with the DSISD to provide for a roadway that would be north of the High School and connect 12 to Old 290/290 since 2009. An interlocal providing for 60 foot right of way was approved at that time. Since June 2021, the City Attorney's office has been working with the DSISD to finalize the easement language, the updated interlocal language, and the compensation to increase the right of way from 60 feet to 100 feet.

Easements: 100 feet for Right-of-Way, Pedestrian and Drainage Easement, and Temporary Construction Easement

Compensation:

Appraised value of 100 foot easement:	\$184,536
	+ \$9,226 on the \$184,526 (DSISD Appraiser reflects 5% higher values)
	=\$193,762
Parking Spaces:	+\$12,600 for the 4 parking spaces
Driveway requested by DSISD:	-\$38,330 driveway
Drainage/pedestrian easement:	\$32,282
	=\$200,314

In addition, the City will move two portable buildings that are in the right-of-way.

Ordinance: Ordinance approves ILA and ensures that the right-of-way, road and pedestrian construction and removal of parking spaces does not negatively affect the school district's property.

The School District will be considering the ILA at is May 15, 2022.

Staff recommends approval.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2022-_____

AN ORDINANCE ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS AND THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT RELATED TO AN EASEMENT FOR CONSTRUCTION OF ROGER HANKS PARKWAY AND TO PROVIDE FOR CONFIRMATION OF IMPERVIOUS COVER RELATED TO THE CURRENT STATUS OF THE LOTS FROM WHICH THE EASEMENTS ARE TAKEN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter "Act." All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and District, as those payments are allocated under this Agreement. The amounts and services exchanged between City and District are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and the District are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Dripping Springs, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ADOPTION

The Interlocal Agreement attached as Attachment "A" ("Interlocal Agreement") is approved by this ordinance and is effective upon final signature.

3. IMPERVIOUS COVER

The current impervious cover on the lots owned by the Dripping Springs Independent School District, specifically the Dripping Springs High School at 940 W Hwy 290, Dripping Springs, TX 78620, as well as all property subject to the Interlocal Agreement, and is confirmed as compliant. Any impervious cover added by the improvements related to the easements granted by the Interlocal Agreement shall not be counted towards the maximum impervious cover on the lots owned by the Dripping Springs Independent School District from which the easements are taken. This confirmation and exception applies to any future improvements creating additional impervious cover where such improvements are made by the Dripping Springs Independent School District or subsequent property owner of the lots from which the easements are taken. Further, for all purposes, including any future expansion and impervious cover on these lots, the City shall consider the Dripping Springs Independent School District property that lies North of the Roger Hanks Parkway as described in Exhibit A, as if the Roger Hanks Parkway was not in place and the properties remained without the Roger Hanks Parkway and related improvements.

4. PARKING

Any parking requirements at the site of the Dripping Springs High School are considered sufficient and will not be brought out of compliance based on the removal of parking spaces due to easement acquisition. This applies to any future parking improvements where such improvements are made by the Dripping Springs Independent School District or subsequent property owner of the lots from which the easements are taken. Further, for all purposes, including any future expansion of parking on these lots, the City shall consider the Dripping Springs Independent School District property that lies North of the Roger Hanks Parkway as described in Exhibit A, as if the Roger Hanks Parkway was not in place and the properties remained without the Roger Hanks Parkway and related improvements.

5. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance, are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage. The Interlocal Agreement is effective upon execution.

6. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

NOW THEREFORE, BE IT ORDAINED BY THE City Council of the City of Dripping Springs, Texas:

PASSED & APPROVED this, the _____ day of _____ 2022, by a vote of _____ (ayes) to _____ (nays) to (abstentions)

CITY OF DRIPPING SPRINGS

**By: _____
Bill Foulds, Jr., Mayor**

ATTEST:

Andrea Cunningham, City Secretary

INTERLOCAL AGREEMENT

Attachment "A"

Fagle House Moving / Roger Fagle
2821 E. SH 29
Bertram, TX 78605

Item # 2.

Contractors Invoice

WORK PERFORMED AT:

TO: City of Dripping Springs

Dripping Springs I.S.D.

DATE 4-26-2022

OUR WORK NO. (512) 355-3941 Office

OUR NO. (512) 917-0326 cell

DESCRIPTION OF WORK PERFORMED

Move two 24' x 64' Portable Classrooms from the High School to new location @ Administration building area.
Move approximately 2 miles.

Buildings to be set level on block and pad foundation; tied down.

Fagle House Moving not responsible for any electrical, plumbing, or under-pinning.

Total \$10,750.00 per building =
\$21,500.00

payments to be made as follows:

1st payment due when first building delivered - \$10,750.00

remaining balance due when second building delivered and set level on block & pad foundation \$10,750.00

Final payment due with-in 5 days upon completion

Thank You,
Roger Fagle

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Twenty-One Thousand Five Hundred Dollars (\$ 21,500.00).

This is a Partial Full invoice due and payable by: _____
in accordance with our Agreement Proposal No. _____ Dated _____
Month Day Year Month Day Year

APPRAISAL REPORT

of a permanent ROW easement to be situated on ±60.200 acres located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX

Parcel:	Dripping Springs ISD
Project Name:	Roger Hanks Parkway
Property Owner:	Dripping Springs ISD
CAD Parcel Number:	R17892, R127699 R131452, R94016, R18105
Legal Description:	Land in the Philip Smith Survey, Abstract No. 415, Hays County, Texas

Submitted To:

Ms. Ginger Faught
Deputy City Administrator
City of Dripping Springs
511 Mercer St
Dripping Springs, TX 78620

Prepared By:

ATRIUM REAL ESTATE SERVICES
14425 Falcon Head Blvd D-100
Austin, Texas 78738

Effective Date of Appraisal:
July 2, 2021





September 22, 2021

Ms. Ginger Faught
 Deputy City Administrator
 City of Dripping Springs
 511 Mercer St
 Dripping Springs, TX 78620

RE: Appraisal report of the permanent ROW easement to be situated on \pm 60.200 acres located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX.

Parcel #:	Dripping Springs ISD
Project Name:	Roger Hanks Parkway
Property Owner:	Dripping Springs ISD
CAD Parcel Number:	R17892, R127699 R131452, R94016, R18105
Legal Description:	Land in the Philip Smith Survey, Abstract No. 415, Hays County, Texas

Dear Ms. Ginger Faught:

As requested, an appraisal has been completed on the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the permanent ROW easement acquisition. The following appraisal and final estimate of value have been based upon the inspection of the property and upon research into various factors which influence value. The effective date of this appraisal was July 2, 2021.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES - The market value of fee simple interest in the subject property, as well as the recommended compensation estimate for the proposed acquisition, as of July 2, 2021, was as follows:

Page 2
September 22, 2021

RECOMMENDED COMPENSATION SUMMARY

Existing Permanent ROW Easement (Karhan Park) (± 0.936 acres ($\pm 40,772$ SF))	\$0	
Existing Permanent ROW Easement (Draper) (± 1.767 acres ($\pm 76,985$ SF))	\$0	
Unencumbered Land (± 57.497 acres ($\pm 2,504,555$ SF))	\$7,523,662	
Total Whole Property Value – Separate Economic Unit (Land only and impacted site improvements - if any)	\$7,523,662	
New Permanent ROW Easement Acquisition – Part 1 (± 0.152 acres ($\pm 6,617$ SF))		\$29,848
New Permanent ROW Easement Acquisition – Part 2 (± 2.939 acres ($\pm 128,039$ SF))		\$153,162
Existing Permanent ROW Easement Acquisition (Draper) – Part 2 (± 1.767 acres ($\pm 76,985$ SF))*		\$0
Total Permanent ROW Easement Acquisition		\$183,010
Remainder Before the Acquisition	\$7,340,652	
Remainder After the Acquisition	\$8,923,464	
Damages/(Enhancements)		(\$1,582,812)
Special Compensation/Cost to Cure		\$3,110
Total Recommended Compensation		\$186,120

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES

Lory R. Johnson, MAI, SR/WA
President
Texas Certified Appraiser #TX-1321640-G

CERTIFICATION OF THE APPRAISER

The undersigned do hereby certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved. I have not performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE. The report also conforms to the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.
- Lory R. Johnson, MAI, SR/WA and Greyson Peterek have made a personal inspection of the property that is the subject of this report.
- Greyson Peterek provided significant real property appraisal assistance to the person signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Lory R. Johnson, MAI, SR/WA has completed the continuing education program for Designated Members of the Appraisal Institute.
- this appraisal report sets forth all limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions expressed herein.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- the market data contained within this report, has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation, and validity.

ATRIUM REAL ESTATE SERVICES



Lory R. Johnson, MAI, SR/WA
 President & CEO
 Texas Certified Appraiser #TX-1321640-G
 Date Signed: September 22, 2021

TABLE OF CONTENTS

TITLE PAGE	COVER
LETTER OF TRANSMITTAL	I
CERTIFICATION OF THE APPRAISERS	III
TABLE OF CONTENTS	IV
INTRODUCTION	
SUBJECT PROPERTY PHOTOGRAPHS	2
EXECUTIVE SUMMARY	11
DATE OF VALUE	14
OWNER CONTACT	14
PURPOSE/INTENDED USE OF THE APPRAISAL	14
PERSONAL PROPERTY	14
SCOPE OF WORK	14
PROPERTY RIGHTS APPRAISED	21
DEFINITION OF MARKET VALUE	21
DEFINITION OF RECOMMENDED COMPENSATION	21
LEGAL DESCRIPTION	21
DESCRIPTIONS	
NEIGHBORHOOD DESCRIPTION	23
SITE DESCRIPTION	24
IMPROVEMENT DESCRIPTION	37
HIGHEST AND BEST USE ANALYSIS	40
APPRAISAL PROCESS	42
THE SALES COMPARISON APPROACH	44
THE COST APPROACH	60
RECOMMENDED COMPENSATION ESTIMATE	
PART TO BE ACQUIRED	65
REMAINDER BEFORE THE ACQUISITION	67
REMAINDER AFTER THE ACQUISITION	70
DESCRIPTION OF THE PART TO BE ACQUIRED	71
DESCRIPTION OF THE PART TO BE ACQUIRED	73
DAMAGES OR ENHANCEMENTS TO THE REMAINDER	75
TEMPORARY EASEMENTS AND SPECIAL COMPENSATION/COST TO CURE	
TEMPORARY EASEMENTS	77
SPECIAL COMPENSATION/COST TO CURE	77
RECONCILIATION & QUALIFICATIONS	
RECONCILIATION OF VALUE INDICATIONS	79
ASSUMPTIONS AND LIMITING CONDITIONS	80
QUALIFICATIONS OF LORY R. JOHNSON, MAI, SR/WA	82
ADDENDA	
FIELD NOTES	
OWNER LETTER	

INTRODUCTION

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS

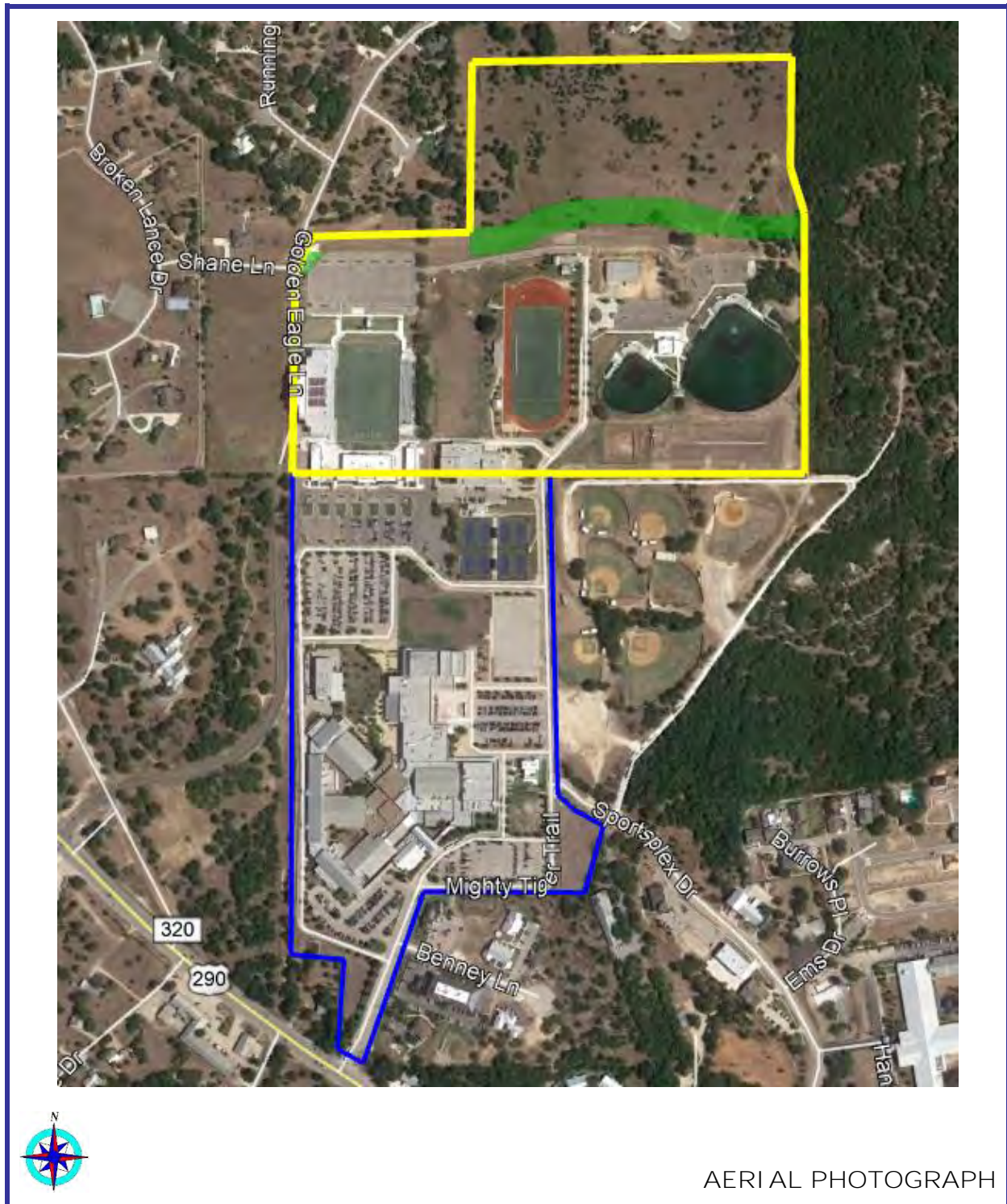


AERIAL PHOTOGRAPH

Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



AERIAL PHOTOGRAPH

Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition - Part 1 (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition - Part 2 (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



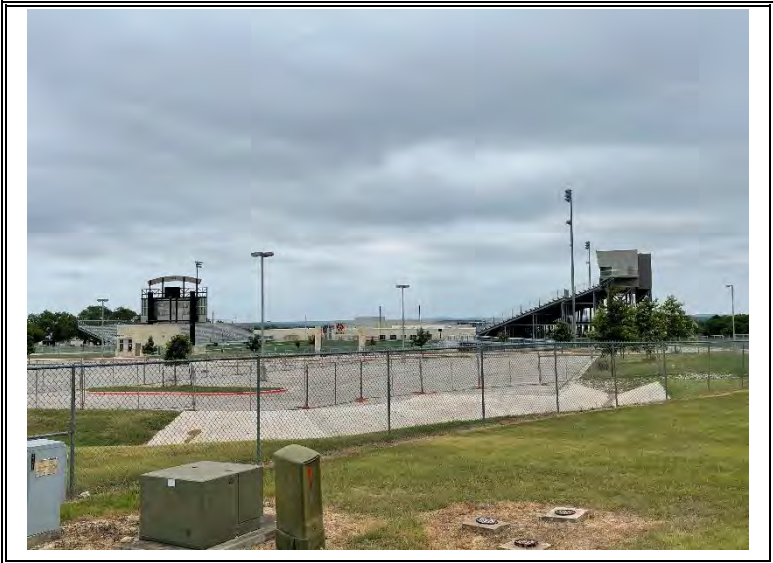
Main improvement (Dripping Springs High School complex on parent tract, not impacted)

Date photo taken: 07/02/2021

Football complex/field house (not impacted)



Date photo taken: 07/02/2021



Football complex (not impacted)

Date photo taken: 06/22/2021

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Track (not impacted)

Date photo taken:
07/02/2021

Maintenance building (not impacted)



Date photo taken:
07/02/2021

Agricultural center (not impacted)



Date photo taken:
07/02/2021

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Modular buildings in area of acquisition

Date photo taken:
07/02/2021

Proposed permanent ROW
easement acquisition Part 1



Date photo taken:
06/22/2021



Proposed permanent ROW
easement acquisition Part 1
(temporary fencing is
personal property)

Date photo taken:
06/22/2021

INTRODUCTION

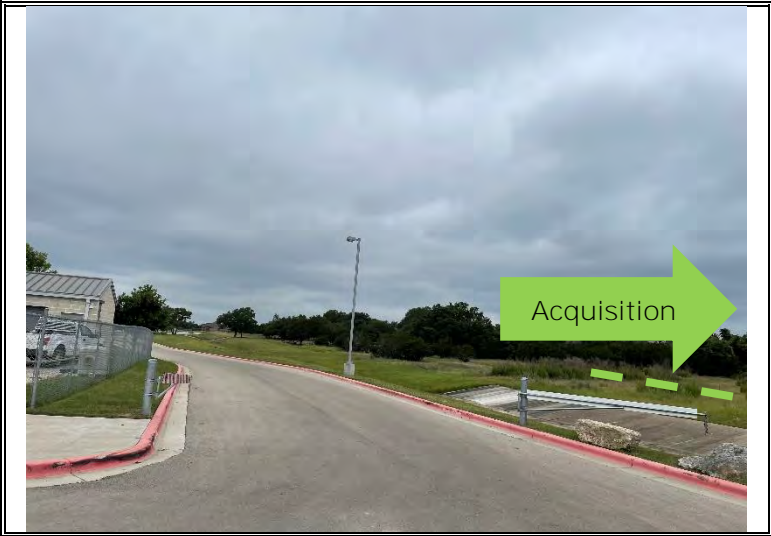
SUBJECT PROPERTY PHOTOGRAPHS



Area of existing Karhan Park tract permanent ROW easement

Date photo taken:
06/22/2021

Area of proposed ROW easement acquisition Part 2



Date photo taken:
06/22/2021



Area of proposed permanent ROW easement acquisition Part 2

Date photo taken:
06/22/2021

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Area of proposed permanent ROW easement acquisition Part 2

Date photo taken:
06/22/2021

Golden Eagle Lane (subject to the left)



Date photo taken:
06/22/2021



Mighty Tiger Trail entering area of separate economic unit

Date photo taken:
07/02/2021

INTRODUCTION

EXECUTIVE SUMMARY

Parcel #:	Dripping Springs ISD
Property Owner:	Dripping Springs ISD
Property Location:	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX

PROPERTY COMPONENT SUMMARY		
Component	Acres	SF
Whole Property – Separate Economic Unit	±60.200 acres	±2,622,312 SF
Existing ROW Easement (Karhan Park)	±0.936 acres	±40,772 SF
Existing ROW Easement (Draper)	±1.767 acres	±76,985 SF
Whole Property Unencumbered – Separate Economic Unit	±57.497 acres	±2,504,555 SF
New ROW Easement Acquisition – Part 1	±0.152 acres	±6,617 SF
New ROW Easement Acquisition – Part 2	±1.172 acres	±51,054 SF
Existing ROW Easement Acquisition (Draper) – Part 2*	±1.767 acres	±76,985 SF
Total Permanent ROW Easement Acquisition	±3.091 acres	±134,656 SF
Remainder	±60.200 acres	±2,622,312 SF
North Remainder Unencumbered	±16.500 acres	±718,740 SF
South Remainder Unencumbered	±39.673 acres	±1,728,144 SF
Total Remainder Unencumbered	±56.173 acres	±2,446,884 SF

The whole property size, as per CAD, contains ±101.634 acres, and survey is N/A. The area of the separate economic unit was calculated by the appraiser based on the anticipated separate economic unit for the subject (please refer to the Scope of Work). The remainder size was calculated as the separate economic unit less the part to be acquired. As such, the remainder size differs from CAD as it is based in this report on the separate economic unit.

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

	Whole Property	Remainder After
Highest & Best Use-As if Vacant:	Mixed use.	Mixed use.
Highest & Best Use As Improved:	Continued use as educational campus/facility.	Continued use as educational campus/facility.
Shape:	Irregular.	Irregular.
Topography:	Basically level.	Basically level.
Floodplain %:	0%	0%
Utilities:	Water and electric, on-site septic system.	
Additional Public Services:	Fire, emergency medical services, and police protection are provided by the City of Dripping Springs and Hays County.	
Zoning:	GUI- Government/Utility/Institutional & AG-Agriculture	
Easements/Encumbrances:	A right-of-way easement for road purposes is granted to the City of Dripping Springs (#90029785), located on the northwest boundary line of the SEU containing ±0.936 acres (±40,772 SF) per easement	

INTRODUCTION

	<p>document. According to Interlocal Agreement (dated November 11, 2009) between Dripping Springs ISD and the City of Dripping Springs, a 60' right-of-way easement is granted to the City of Dripping Springs located along the north 300' of the northeast boundary of the SEU. Per the agreement, the identification of the location of the easement and the conveyance shall take place at a later date agreeable to both parties. According to measurements from survey and schematic for the proposed Roger Hanks Pkwy, provided by the client and which details the specific location of this existing ROW, the 60' portion of previously granted ROW contains ±1.767 acres (±76,985 SF). No restrictions or easements negatively impact the developability of the property. No additional adverse easements or encumbrances noted, other than the previously discussed permanent ROW easements.</p>
<p>Improvements (Whole):</p>	<p>Improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract.</p>
<p>Appraisal Issues:</p>	<p>The main improvement on the SEU is the Dripping Springs High School athletic complex with football field, field house, tennis center, track, baseball field, softball field, agricultural center, maintenance building and attendant site improvements located ±90 LF to ±710 LF from the proposed ROW. The main improvement on the parent tract is the Dripping Springs High School Complex, located ±1,500 LF from the proposed ROW. The main improvements are not impacted and have not been included herein.</p> <p>The proposed easement acquisition Part 1 is located along the west line of the SEU and clips the northwest corner of the parking lot associated with the football field. Additionally, ±1,500 SF of concrete paving utilized for drainage, a landscaping tree and ±120 LF of chain link fencing are located within the proposed easement acquisition Part 1. Compensation will be included to cure items requiring reconstruction on the remainder. The chain link fencing and landscaping tree will be considered in the Special Compensation/Cost to Cure.</p> <p>The proposed acquisition, along with the previously dedicated ROW, will be utilized for expansion and construction of Roger Hanks Parkway and will bisect the subject resulting in two unencumbered remainders. The north unencumbered remainder will be ±16.500 acres (±718,740 SF) and the south unencumbered remainder will be ±39.673 acres (±1,728,144 SF). Both subject remainders will be of adequate size and shape for development to their highest and best use after the acquisition. This size and shape is considered to be within acceptable comparisons to the development in the area. Based on the addition of significant Roger Hanks Parkway frontage to both remainders and hard corner access on the south remainder, both remainders are considered enhanced.</p>

INTRODUCTION

	A cost to cure is included to cure any site improvements impacted by the acquisition. Per client provided schematic, proposed ROW acquisition Part 1 clips the northwest corner of the parking lot associated with the football field, impacting four parking spaces. According to client provided documents, the City of Dripping Springs will demo and redo any disturbance in the area of the impacted parking spaces. Additionally, per client, a potential cure for the four impacted parking spaces will be handled in a separate analysis outside of this appraisal. As such, a cost to cure for the impacted parking lot area has not been included. Potential relocation of four modular buildings located near the east boundary of the SEU, near and within the proposed acquisition, will also be handled outside the scope of this appraisal.
Effective Date of the Appraisal:	July 2, 2021
Date of the Report:	September 22, 2021
Appraiser:	Lory R. Johnson, MAI, SR/WA

RECOMMENDED COMPENSATION SUMMARY

Existing Permanent ROW Easement (Karhan Park) (± 0.936 acres ($\pm 40,772$ SF))	\$0	
Existing Permanent ROW Easement (Draper) (± 1.767 acres ($\pm 76,985$ SF))	\$0	
Unencumbered Land (± 57.497 acres ($\pm 2,504,555$ SF))	\$7,523,662	
Total Whole Property Value – Separate Economic Unit (Land only and impacted site improvements - if any)	\$7,523,662	
New Permanent ROW Easement Acquisition – Part 1 (± 0.152 acres ($\pm 6,617$ SF))		\$29,848
New Permanent ROW Easement Acquisition – Part 2 (± 2.939 acres ($\pm 128,039$ SF))		\$153,162
Existing Permanent ROW Easement Acquisition (Draper) – Part 2 (± 1.767 acres ($\pm 76,985$ SF))*		\$0
Total Permanent ROW Easement Acquisition		\$183,010
Remainder Before the Acquisition	\$7,340,652	
Remainder After the Acquisition	\$8,923,464	
Damages/(Enhancements)		(\$1,582,812)
Special Compensation/Cost to Cure		\$3,110
Total Recommended Compensation		\$186,120

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

INTRODUCTION

DATE OF VALUE

The property was inspected on June 22, 2021 and July 2, 2021, with the latter date serving as the effective date of the appraisal.

OWNER CONTACT

INSPECTION SUMMARY	
Date of inspection:	July 2, 2021
Letter sent to:	Dripping Springs ISD P.O. Box 479 Dripping Springs, TX 78620-0479
Date of Atrium intro letter:	June 17, 2021
Owner rep at inspection:	None.
Comments:	A letter was sent to the owner. A response was not received. The property was inspected unaccompanied.
Atrium appraisers:	Lory R. Johnson, MAI, SR/WA Greyson Peterek

PURPOSE/INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the permanent ROW easement acquisition. The definitions of these value estimates are included herein. The client is City of Dripping Springs. The intended user of this report is City of Dripping Springs. Use of this report by others is not intended by the appraisers. This report is intended only for use in estimation of recommended compensation and it is understood that the opinions expressed in this report may be utilized for litigation purposes.

PERSONAL PROPERTY

The value conclusions contained within this report do not include any items considered to be personal property. Please refer to the following chart for any items noted as personal property, which have not been valued herein. Those improvements considered to be part of the real estate have been listed in the improvement description section.

PERSONAL PROPERTY	
Type:	Description:
Temporary chain link fence panels	Temporary chain link panels along the northwest corner of the parking lot associated with the football field/complex.

SCOPE OF WORK

As outlined, the purpose of this appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the permanent ROW easement acquisition. A survey for the proposed acquisition size was provided. Using this information as well as additional information secured from the County Deed Records and the Central Appraisal District, the size of the property and its legal description were established. All information provided is assumed to be correct and has been considered in the following valuation analysis.

INTRODUCTION

The property is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. The main improvement on the SEU is the Dripping Springs High School athletic complex with football field, field house, tennis center, track, baseball field, softball field, agricultural center, maintenance building and attendant site improvements located ± 90 LF to ± 710 LF from the proposed ROW. The main improvement on the parent tract is the Dripping Springs High School Complex, located $\pm 1,500$ LF from the proposed ROW. The main improvements are not impacted and have not been included herein.

The proposed easement acquisition Part 1 is located along the west line of the SEU and clips the northwest corner of the parking lot associated with the football field. Additionally, $\pm 1,500$ SF of concrete paving utilized for drainage, a landscaping tree and ± 120 LF of chain link fencing are located within the proposed easement acquisition Part 1. Compensation will be included to cure items requiring reconstruction on the remainder. The chain link fencing and landscaping tree will be considered in the Special Compensation/Cost to Cure.

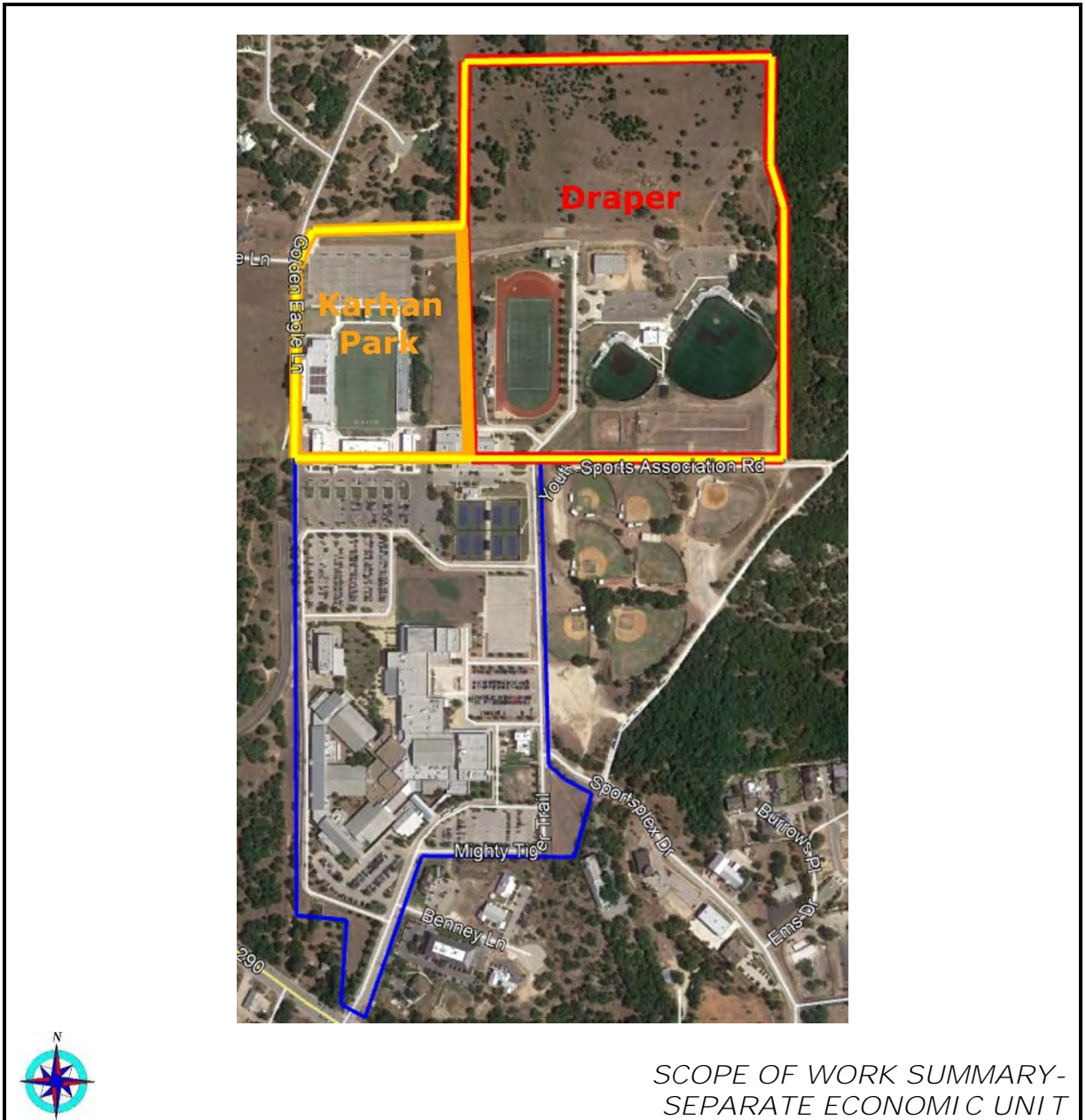
The proposed acquisition, along with the previously dedicated ROW, will be utilized for expansion and construction of Roger Hanks Parkway and will bisect the subject resulting in two unencumbered remainders. The north unencumbered remainder will be ± 16.500 acres ($\pm 718,740$ SF) and the south unencumbered remainder will be ± 39.673 acres ($\pm 1,728,144$ SF). Both subject remainders will be of adequate size and shape for development to their highest and best use after the acquisition. This size and shape is considered to be within acceptable comparisons to the development in the area. Based on the addition of significant Roger Hanks Parkway frontage to both remainders and hard corner access on the south remainder, both remainders are considered enhanced.

A cost to cure is included to cure any site improvements impacted by the acquisition. Per client provided schematic, proposed ROW acquisition Part 1 clips the northwest corner of the parking lot associated with the football field, impacting four parking spaces. According to client provided documents, the City of Dripping Springs will demo and redo any disturbance in the area of the impacted parking spaces. Additionally, per client, a potential cure for the four impacted parking spaces will be handled in a separate analysis outside of this appraisal. As such, a cost to cure for the impacted parking lot area has not been included. Potential relocation of four modular buildings located near the east boundary of the SEU, near and within the proposed acquisition, will also be handled outside the scope of this appraisal.

The whole property size, as per CAD, contains ± 101.634 acres. For the purposes of this assignment, a separate economic unit has been defined as a tract of land containing ± 60.200 acres ($\pm 2,622,312$ SF; calculated). The area of the separate economic unit is comprised of two tracts previously assembled by Dripping Springs ISD. The eastern ± 45.53 acres of the SEU was acquired from Teddy B. and Pamela S. Draper (#06018836, dated 6/28/2006) referred to herein as 'Draper tract' and the western ± 14.67 acres of the SEU was acquired from the City of Dripping Springs (#90029783, dated 11/11/2019) referred to herein as 'Karhan Park tract'. **The area of the separate economic unit is in line with typical development in the area. Many developed properties in the area are smaller acreage tracts that have been carved off of larger tracts. For the purposes of this assignment, the subject whole property is considered to consist of ± 60.200 acres. The 'Draper tract' and 'Karhan Park tract' are individually identified and referred to herein for the purpose of identifying existing permanent ROW easements located on the subject.**

INTRODUCTION

The area of the separate economic unit for valuation purposes and the defined Draper and Karhan Park tracts are detailed below:



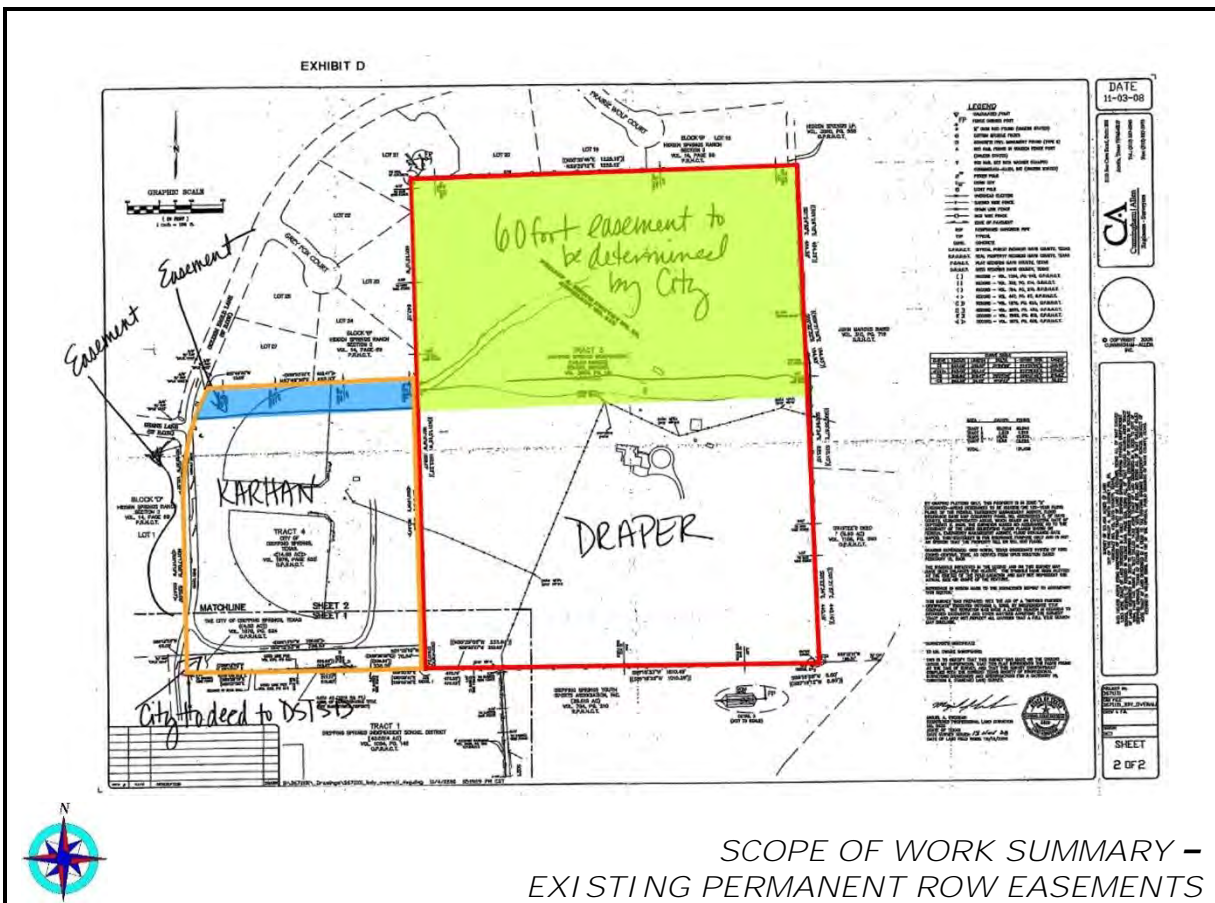
SCOPE OF WORK SUMMARY-
SEPARATE ECONOMIC UNIT

- Yellow: Separate economic unit for valuation purposes (estimated by appraiser)
- Orange: Karhan Park tract (estimated by appraiser)
- Red: Draper tract (estimated by appraiser)
- Blue: Parent tract (estimated by appraiser)

INTRODUCTION

The acquisition of the Karhan Park tract was part of an Interlocal Agreement between Dripping Springs ISD and the City of Dripping Springs (dated November 11, 2009), which included the exchange of multiple properties and easements. Included in the agreement were two permanent ROW easements located on the subject property and granted to the City of Dripping Springs. Per the agreement a **±60' permanent ROW easement** was granted to the City of Dripping Springs and located on the Karhan Park tract with defined boundaries and located along the north boundary line, **containing ±0.936 acres (±40,772 SF)**. A second ±60' permanent ROW easement was granted to the City of Dripping Springs and located on the Draper tract with undefined boundaries, **to be located along the north 300' of the Draper tract** and the identification of the location to take place at a later date agreeable to both parties. According to measurements from the survey and schematic for the proposed Roger Hanks Pkwy provided by the client, the portion of the existing Draper tract 60' permanent ROW easement contains ±1.767 acres (±76,985 SF).

The area of existing permanent ROW easements located on the subject property are detailed below:

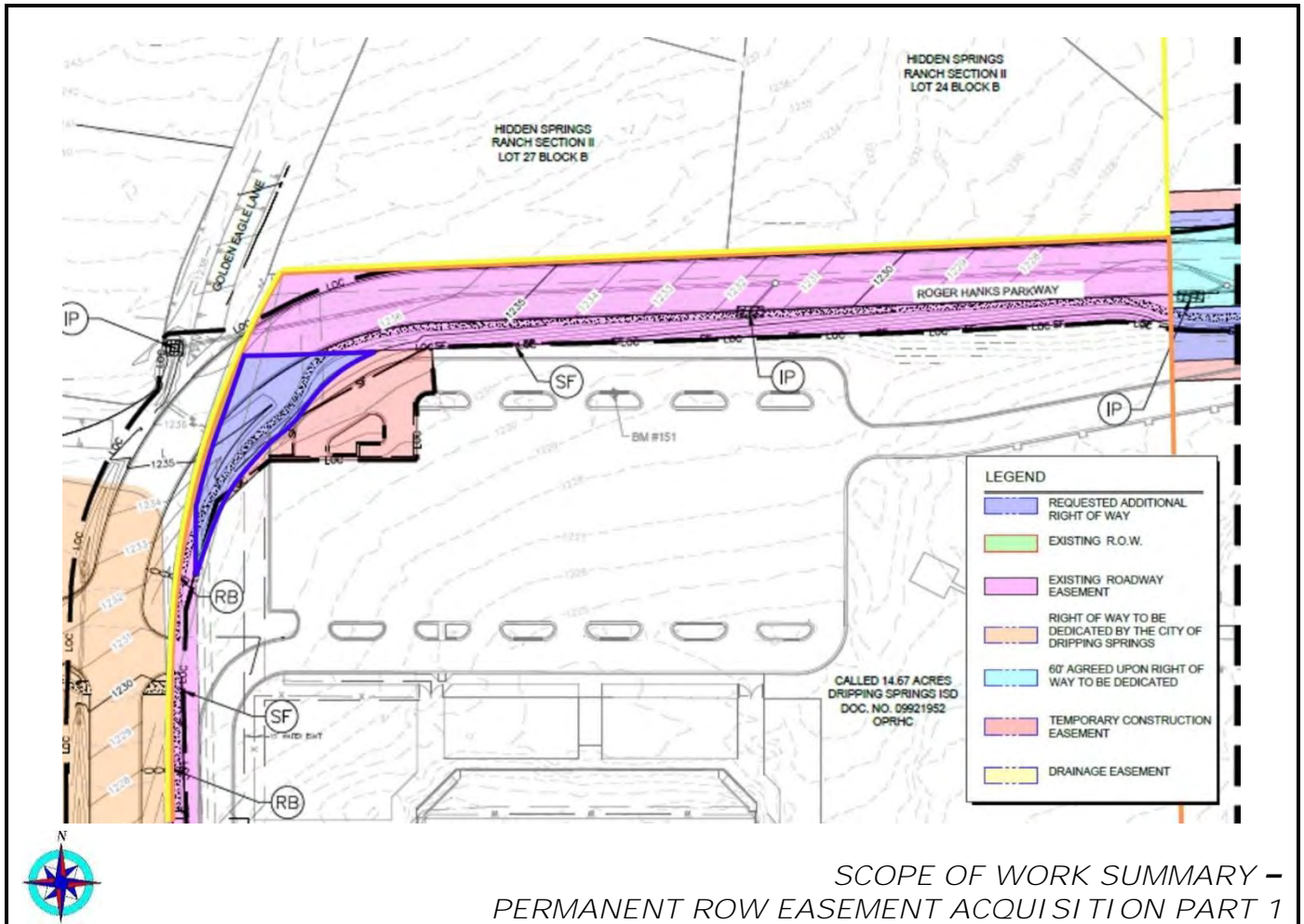


- Source: Interlocal Agreement, dated November 11, 2009 - Exhibit D
- Orange: Karhan Park tract (estimated by appraiser)
- Red: Draper tract (estimated by appraiser)
- Blue: Karhan Park tract existing ROW easement (estimated by appraiser)
- Green: Draper tract existing ROW easement area (estimated by appraiser)

INTRODUCTION

Proposed permanent ROW easement acquisition Part 1 is ±0.152 acres (±6,617 SF) and located along the west boundary of the SEU and the Karhan Park tract and along the southwest boundary of the previously dedicated Karhan Park permanent ROW easement (#90029785). The previously dedicated Karhan Park permanent ROW easement is 60' wide and contains ±0.936 acres (±40,772 SF) per easement document. The proposed permanent ROW easement acquisition Part 1 adjoins, but is independent of, the previously conveyed Karhan Park permanent ROW easement.

The area of proposed permanent ROW easement acquisition Part 1 is detailed below:



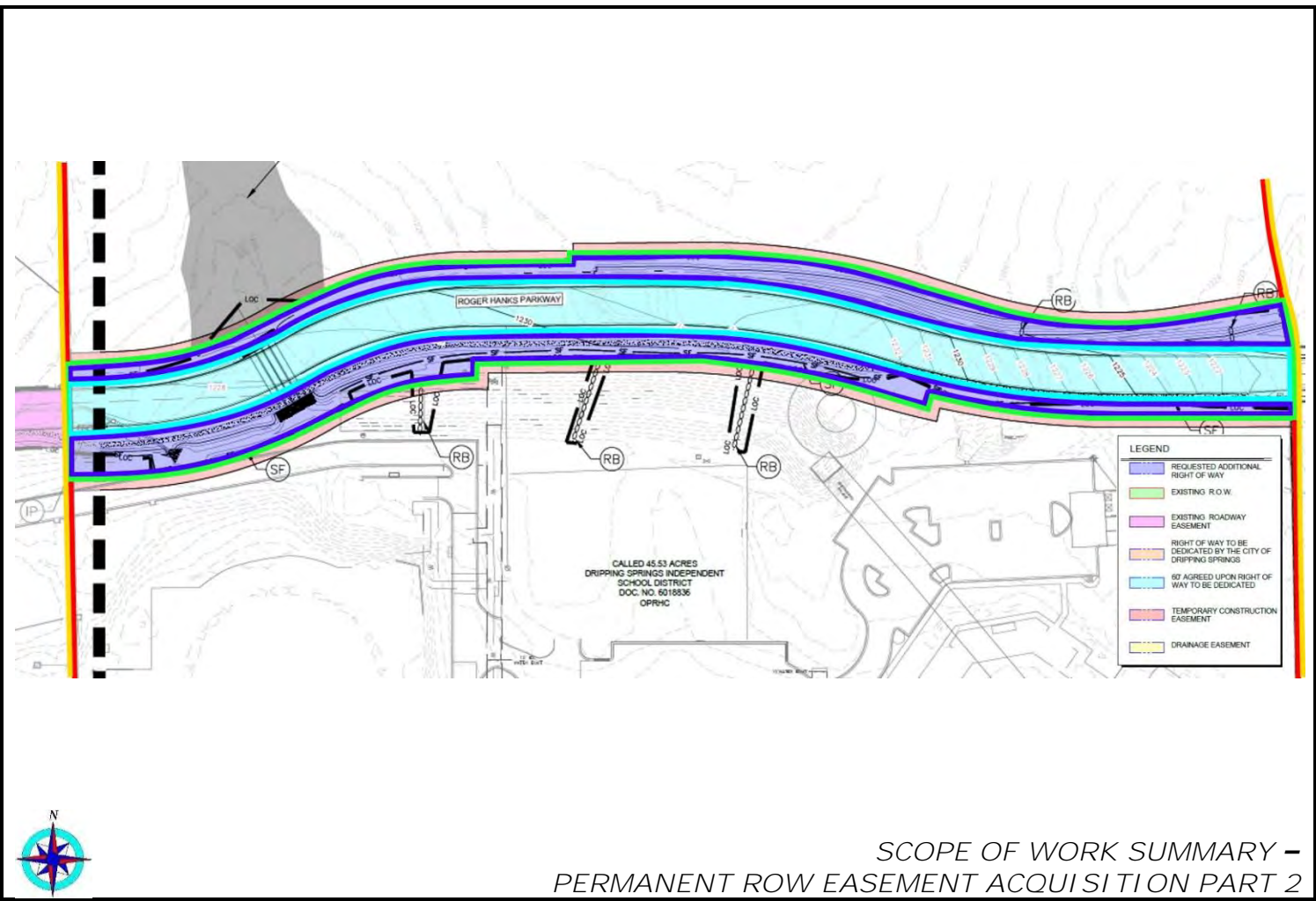
SCOPE OF WORK SUMMARY – PERMANENT ROW EASEMENT ACQUISITION PART 1

- Source: Client provided schematic
- Orange: Karhan Park tract (estimated by appraiser)
- Yellow: Separate economic unit (estimated by appraiser)
- Purple: Proposed permanent ROW acquisition - Part 1

INTRODUCTION

Proposed permanent ROW easement acquisition Part 2 is ±2.939 acres (±128,039 SF) and located in the eastern portion of the SEU and northern portion of the Draper tract. The proposed permanent ROW easement acquisition contains the previously agreed to Draper tract 60' permanent ROW easement (Interlocal Agreement, dated November 2019) and an additional ±20' feet of new ROW easement acquisition on either side of the existing permanent ROW easement. According to measurements from the survey and schematic for the proposed Roger Hanks Pkwy provided by the client, the portion of the existing Draper tract 60' permanent ROW easement contains ±1.767 acres (±76,985 SF), with ±1.172 acres (±51,054 SF) as new proposed permanent ROW.

The total combined area of the proposed permanent ROW easement acquisition Part 2 and those areas within the proposed acquisition Part 2 that contain new proposed permanent ROW easement and contain existing permanent ROW easement are detailed below:



SCOPE OF WORK SUMMARY – PERMANENT ROW EASEMENT ACQUISITION PART 2

- Source: Client provided schematic
- Red: Draper tract (estimated by appraiser)
- Yellow: Separate economic unit (estimated by appraiser)
- Green: Proposed permanent ROW acquisition Part 1
- Purple: New proposed permanent ROW acquisition Part 1
- Light Blue: Existing permanent ROW acquisition (Draper) Part 1 (per Interlocal Agreement, dated November 2009)

INTRODUCTION

The existing Karhan Park tract permanent ROW easement (± 0.936 acres ($\pm 40,772$ SF)) and Draper tract permanent ROW easement (± 1.767 acres ($\pm 76,985$ SF)) have been included on the whole property and discounted 100%, as they have been previously conveyed and are for public roadway purposes. The existing Draper tract permanent ROW easement is included in proposed permanent ROW acquisition Part 2, with its portion (± 1.767 acres ($\pm 76,985$ SF)) discounted 100% as it has been previously conveyed and is for public roadway purposes.

In analyzing the area economy, data from the various sources was obtained. In addition, we inspected the subject property and surrounding properties, analyzed the area and subject neighborhood, formulated an opinion regarding the highest and best use, made a search for comparable sales and listings, and all other available pertinent information used in developing an opinion of value. This data is based upon research into the area market. In all cases, the data is verified with buyer, seller, landlord, tenant, agent, and/or broker, and cross-checked through public records.

The valuation of the subject property will be completed in two phases. First, the overall market value of the property will be estimated. The final step will be to estimate the appropriate recommended compensation for the permanent ROW easement.

In the valuation analysis of the subject property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. The property is effectively vacant land with minimal site improvements (main improvements not impacted). As such, the Sales Comparison Approach (land only) has been developed to estimate the land value and the Cost Approach has been developed to value the site improvements impacted by the acquisition. The Sales Comparison Approach- As Improved and the Income Approach were not considered applicable and have not been developed.

In the valuation of the remainder property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. The property is effectively vacant land with minimal site improvements. The remainder is improved with the Drpping Springs High School athletic complex and associated buildings on the SEU. The main improvements are not impacted and have not been valued herein. As such, the Sales Comparison Approach (land only) has been developed to estimate the land value. The Cost Approach, Sales Comparison Approach- As Improved and the Income Approach were not considered applicable and have not been developed.

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

The appraisal was undertaken jointly by Lory R. Johnson, MAI, SR/WA and Greyson Peterek, who performed initial research, inspection and comparable data selection. Lory R. Johnson, MAI, SR/WA provided input with respect to appraisal methodology, data selection, analytical processes and report review. The final report is the result of this collaborative effort.

INTRODUCTION

PROPERTY RIGHTS APPRAISED

The property rights appraised are the fee simple interest in the whole subject property. Fee simple estate is an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

DEFINITION OF MARKET VALUE

Market value, as used in this appraisal report, is defined as being: "The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."²

DEFINITION OF RECOMMENDED COMPENSATION

Just compensation or Recommended compensation, as used in this appraisal report, is defined as being: "...the amount of loss for which a property owner is compensated when his or her property is taken...should put the owner in as good a position as he or she would be if the property had not been taken..."³

LEGAL DESCRIPTION

The following legal description was obtained from the County Deed Records and is assumed to be correct. It has not been verified by legal counsel nor has an independent survey of the parcel been commissioned. Therefore, it is suggested that the legal description be verified before being used in a legal document or conveyance.

Land in the Philip Smith Survey, Abstract No. 415, Hays County, Texas.

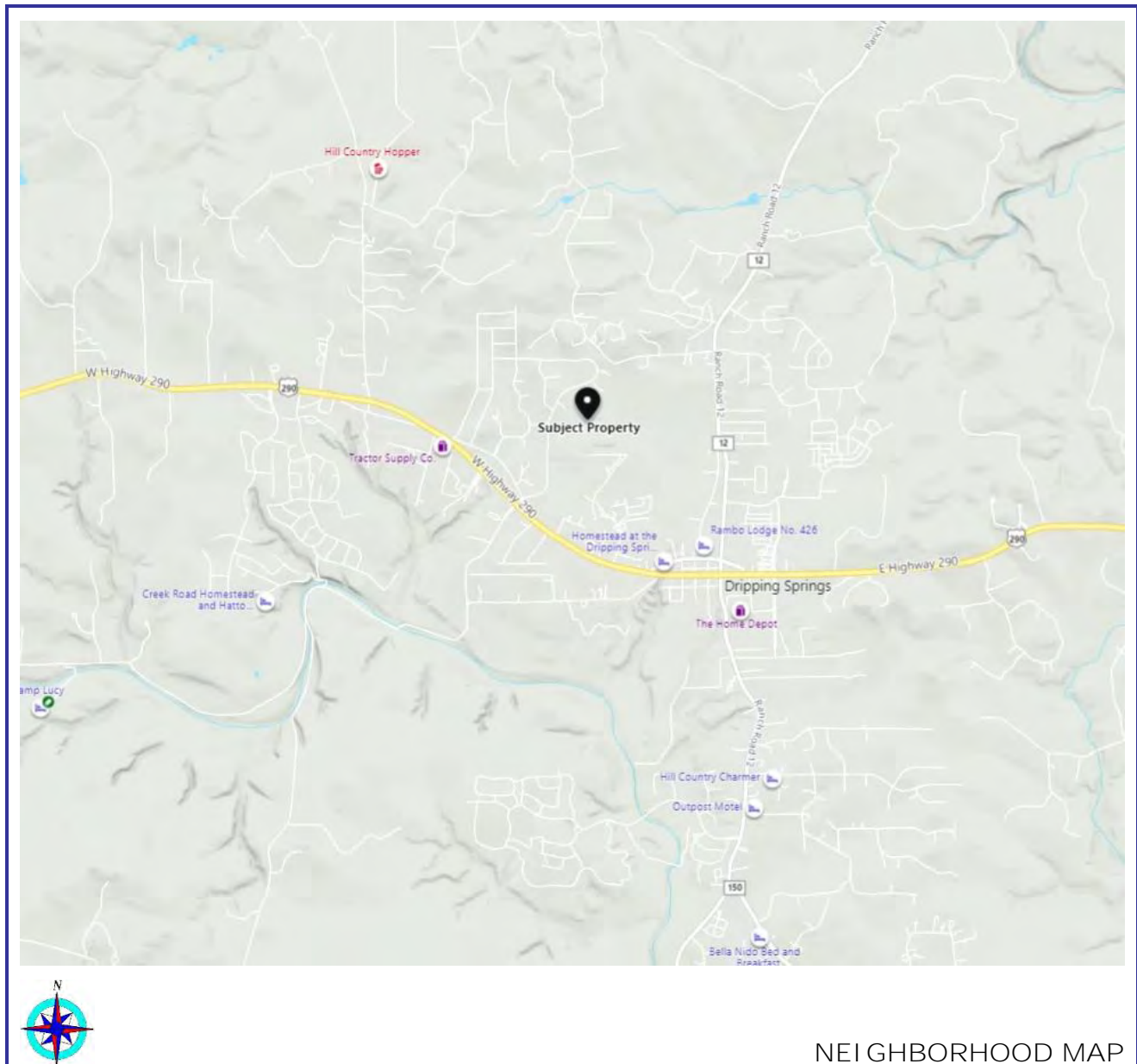
¹ *The Appraisal of Real Estate, 15th Edition*, (Chicago: Appraisal Institute, 2020) pg. 60.

² *City of Austin vs. Cannizzo, et al.*, 267 S. W.2d 808,815 (1954)

³ *The Dictionary of Real Estate Appraisal, 5th ed.*, 106.

DESCRIPTIONS

NEIGHBORHOOD DESCRIPTION

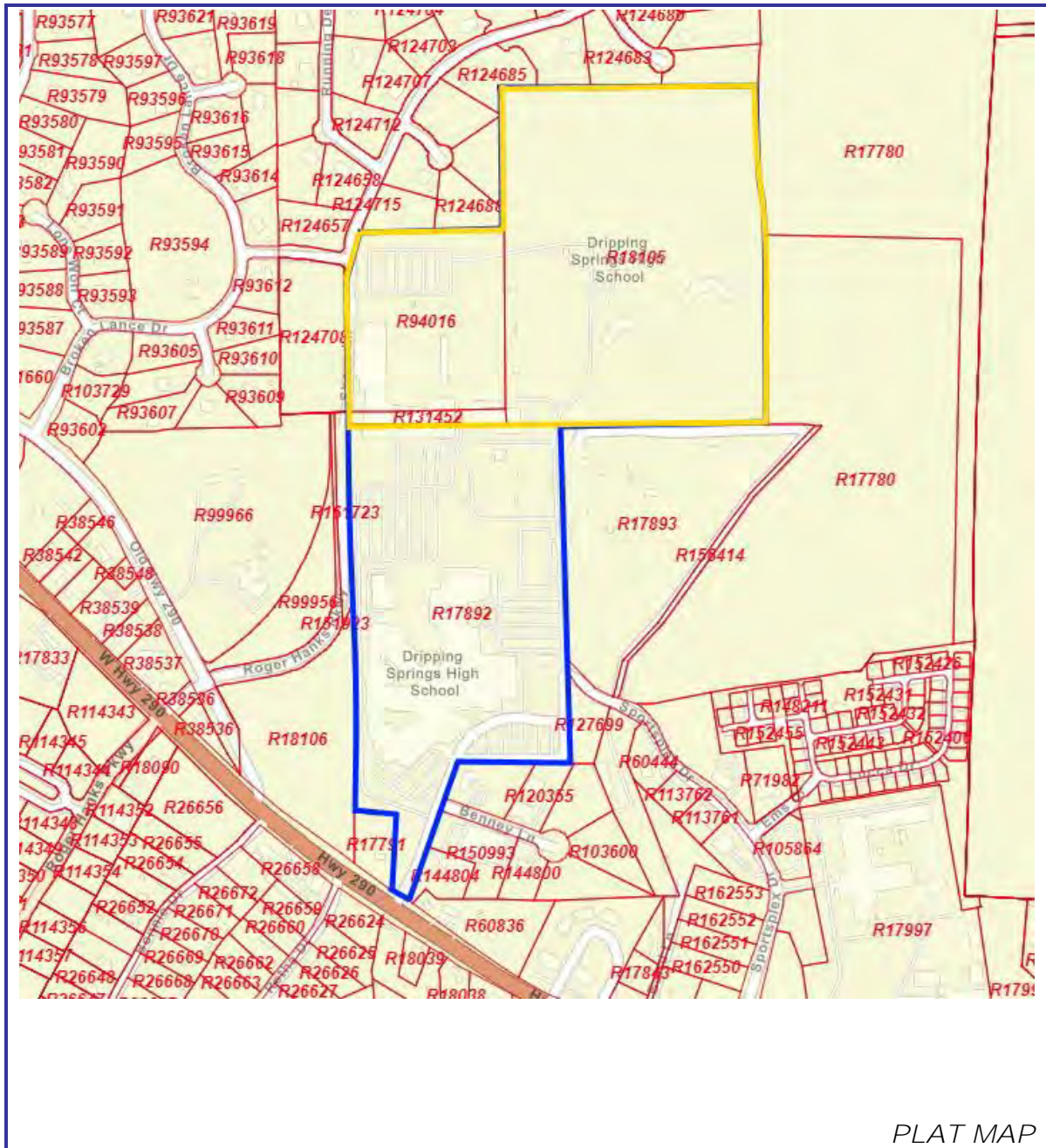


The subject property is located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX. The subject neighborhood can best be defined as the City of Dripping Springs and the surrounding area.

Ranch Road 12 provides the main north-south route and US Hwy 290 provides the main east-west route to and through the neighborhood. Various other FM and county roads provide secondary access to the neighborhood area and surrounding areas.

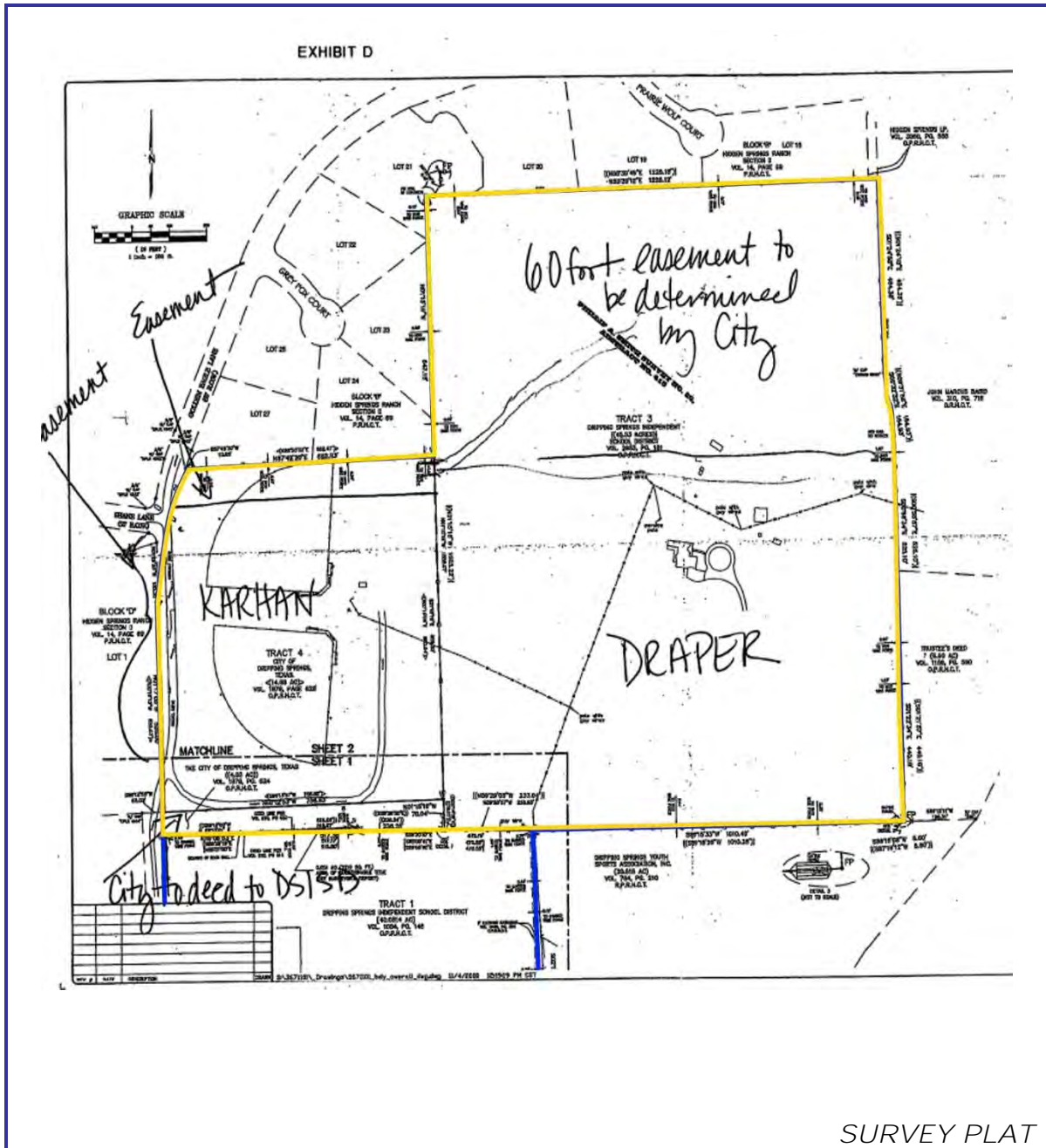
Overall land uses in the neighborhood are predominantly commercial uses along the major arterials with a mix of residential and agricultural on secondary roads. The neighborhood has a number of vacant tracts available for development.

SITE DESCRIPTION



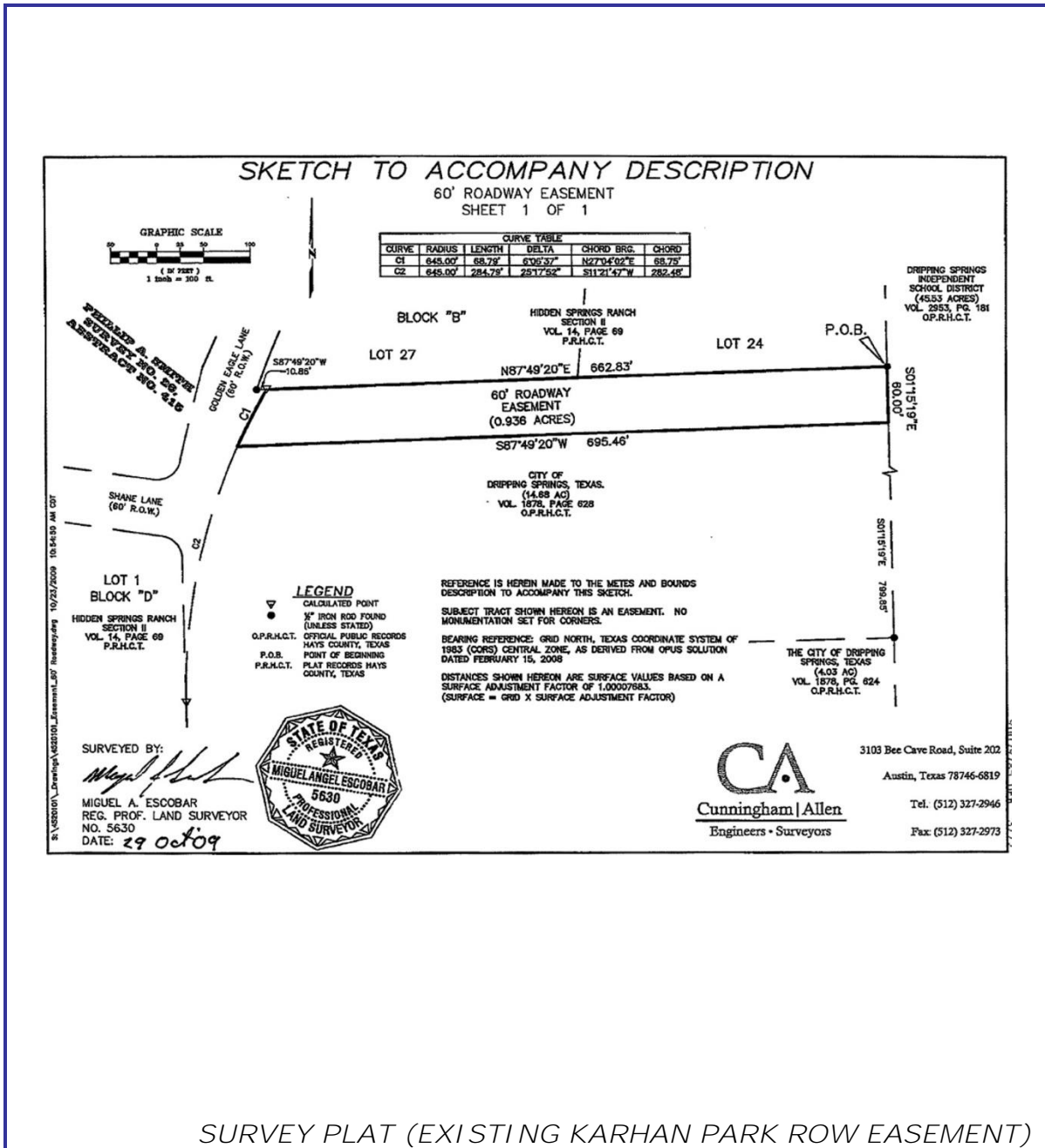
Source: Hays CAD
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION



Source: Interlocal Agreement (dated November 11, 2009)
 *Blue: Whole subject property (estimated by appraiser)
 *Yellow: Separate economic unit (estimated by appraiser)

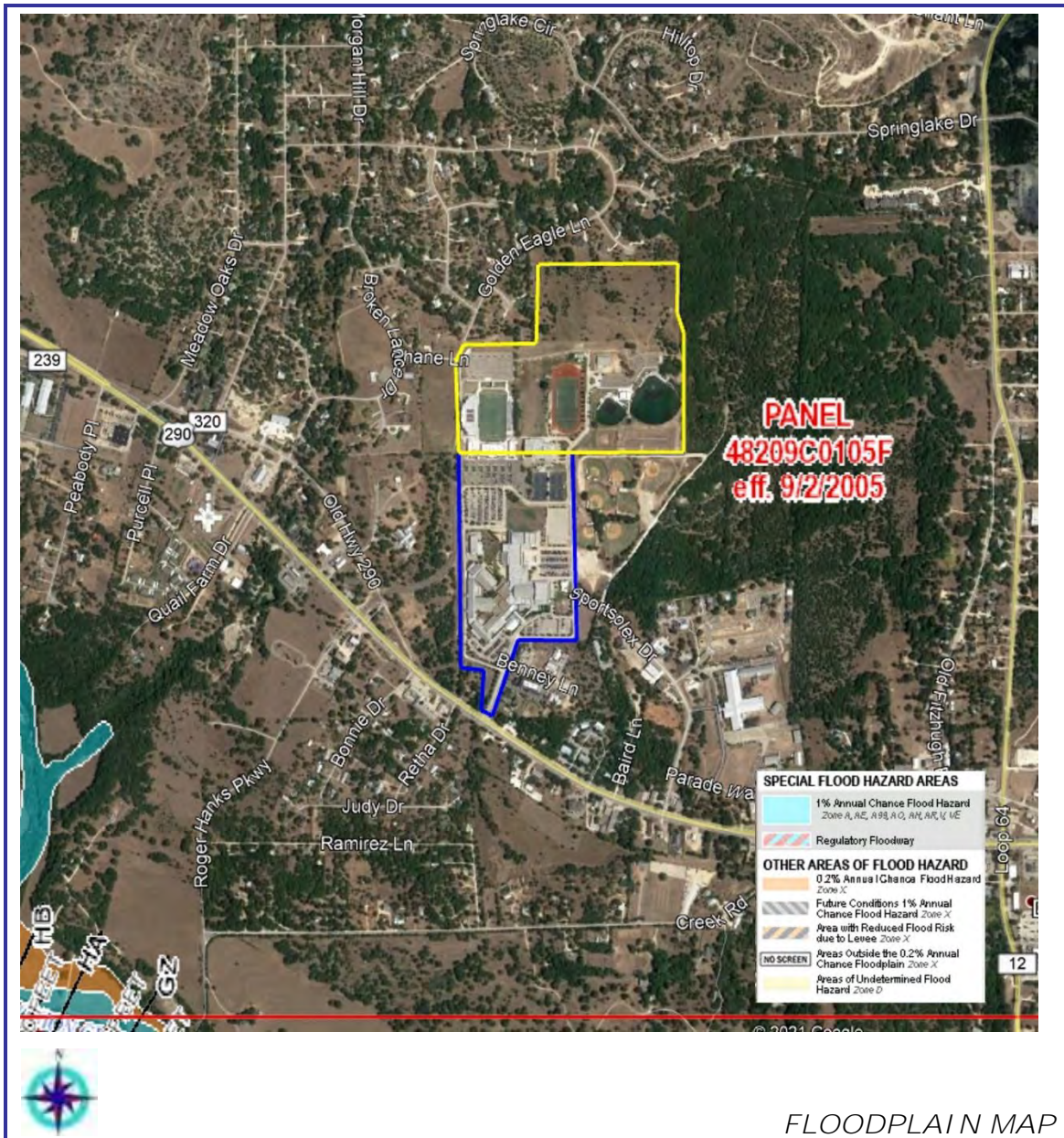
SITE DESCRIPTION



SURVEY PLAT (EXISTING KARHAN PARK ROW EASEMENT)

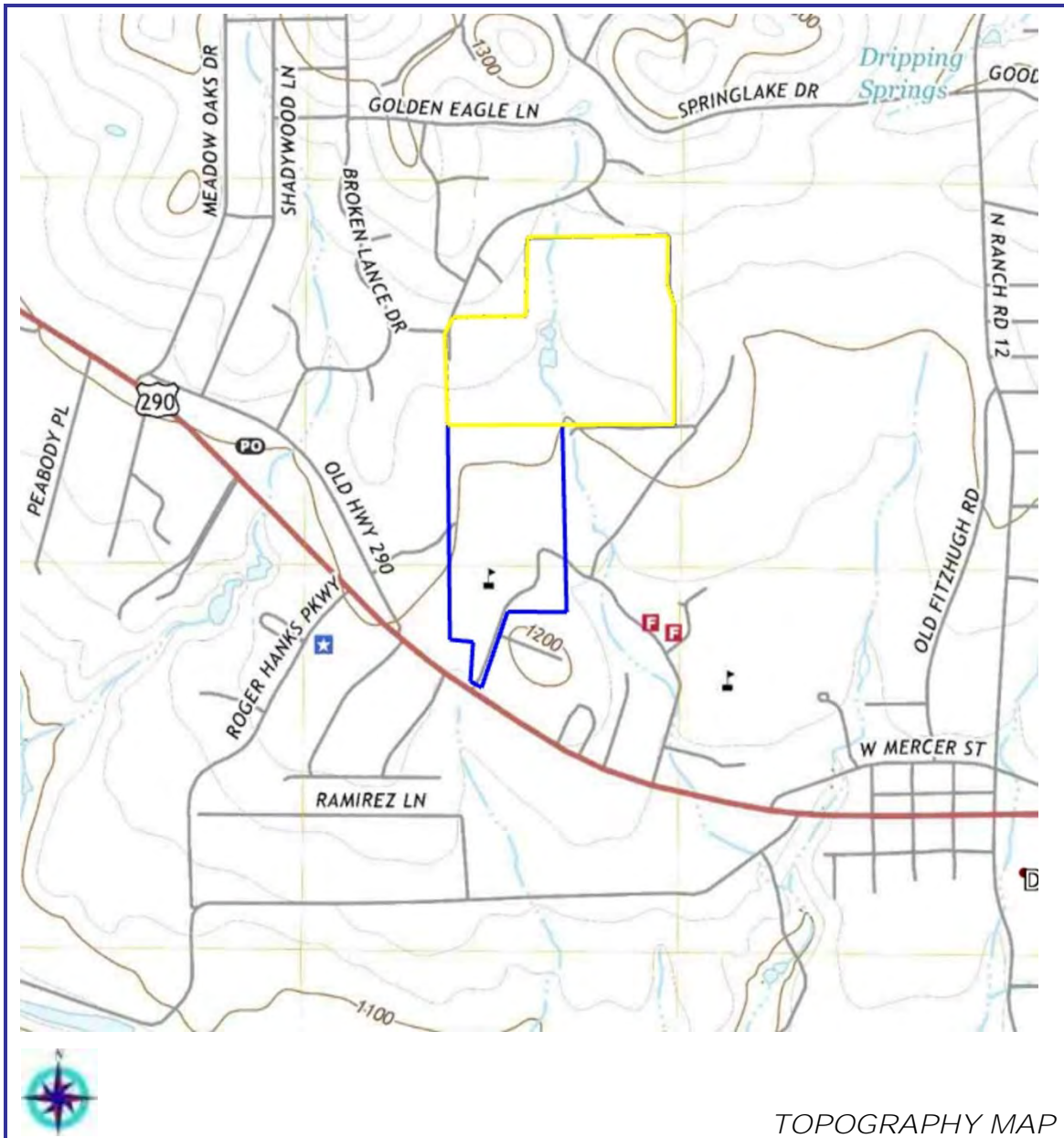
Source: Hays County Clerk (#90029785)

SITE DESCRIPTION



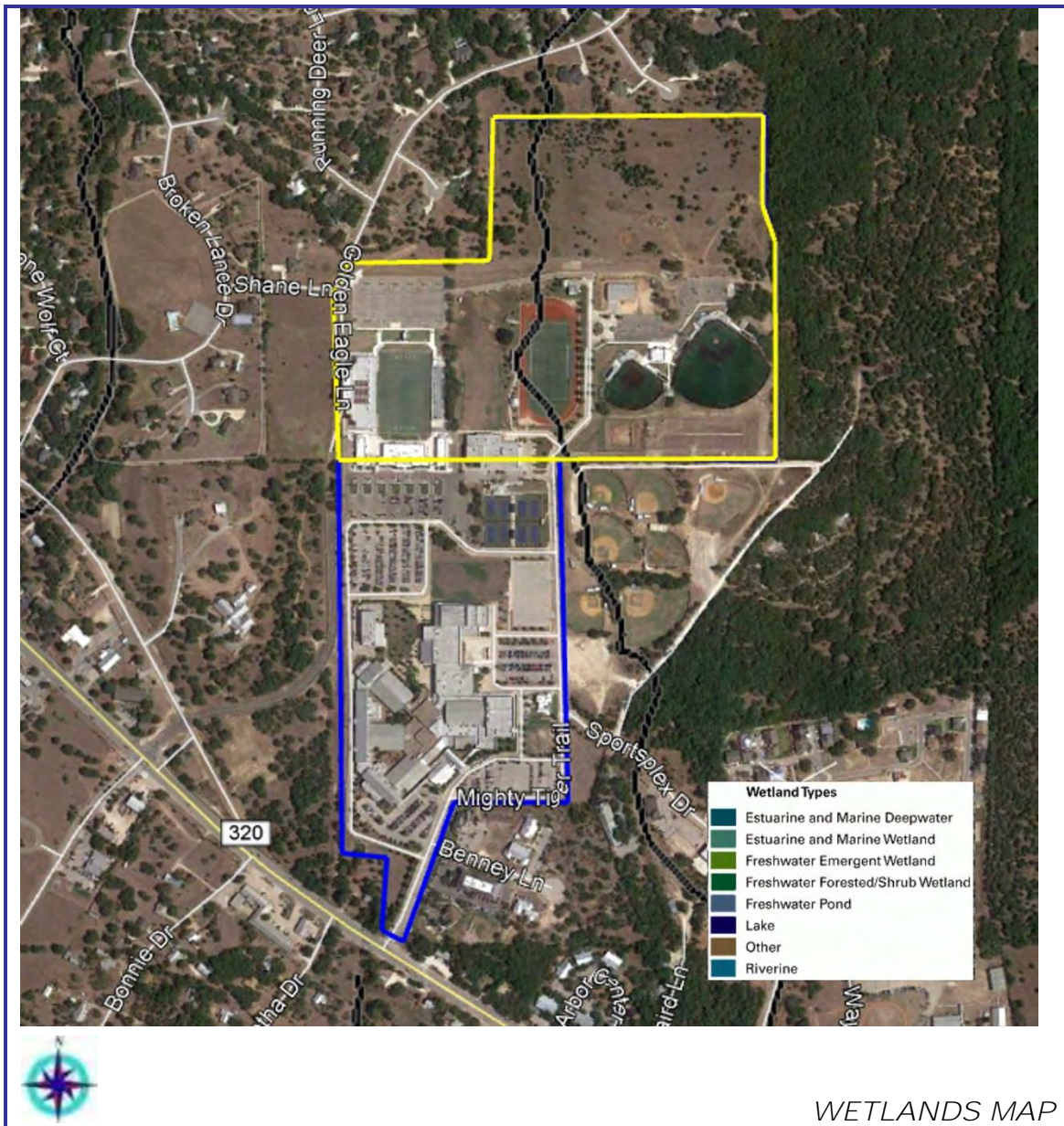
Source: Google Earth/FEMA
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION



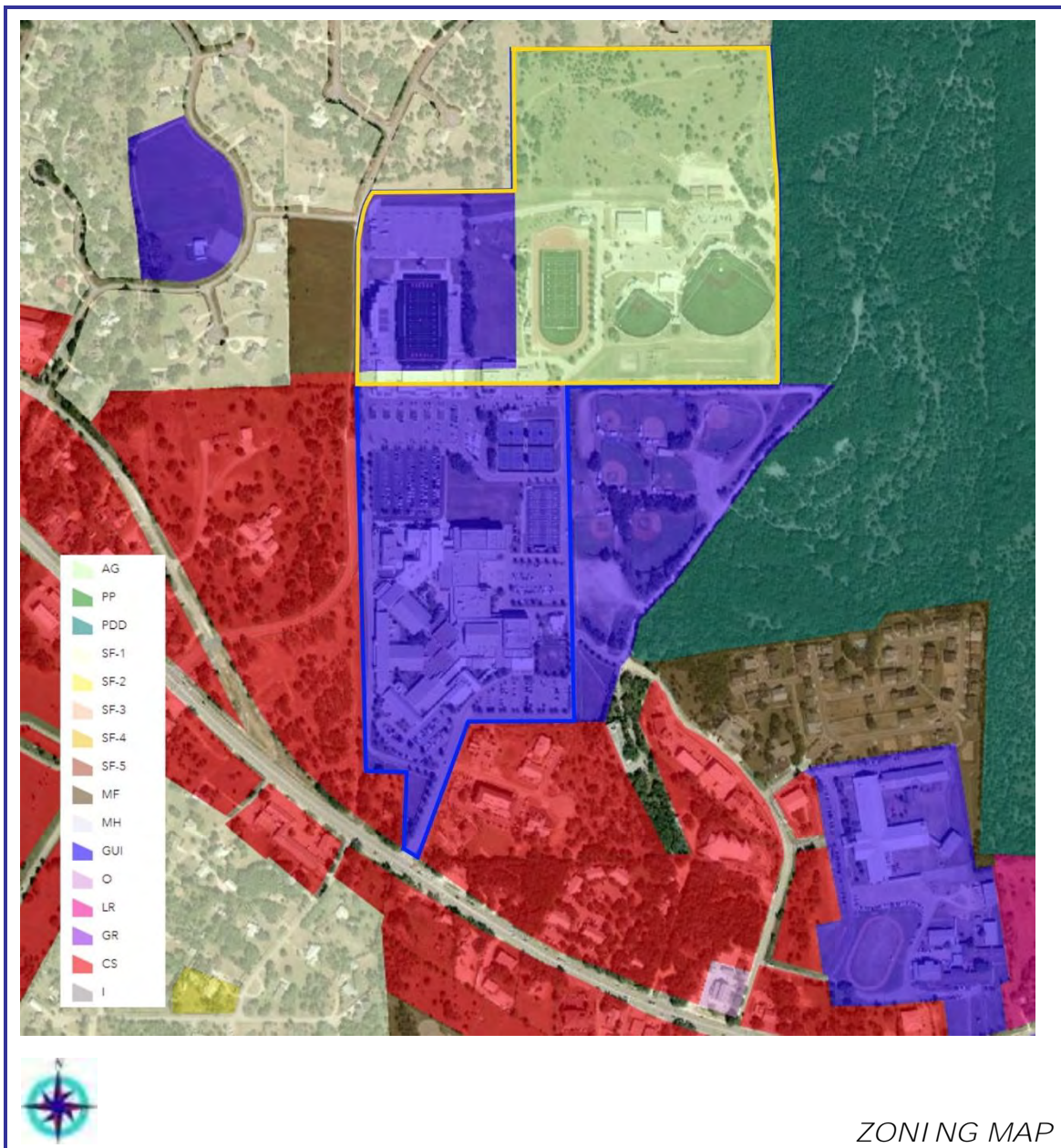
Source: City of Round Rock GIS
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION



Source: US Fish and Wildlife Service - National Wetlands Inventory
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

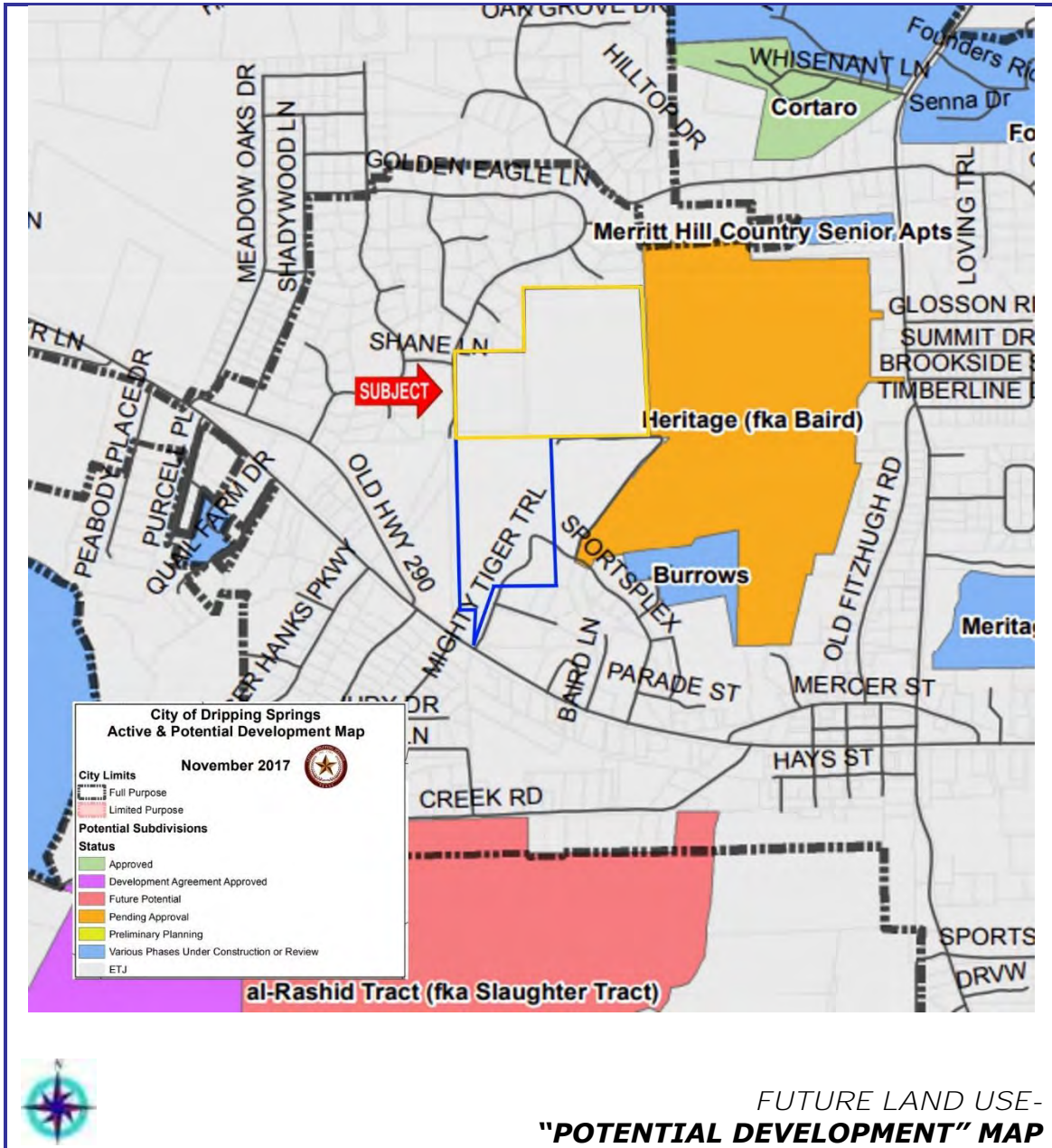
SITE DESCRIPTION



ZONING MAP

Source: City of Dripping Springs
*Blue: Whole subject property (estimated by appraiser)
*Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION

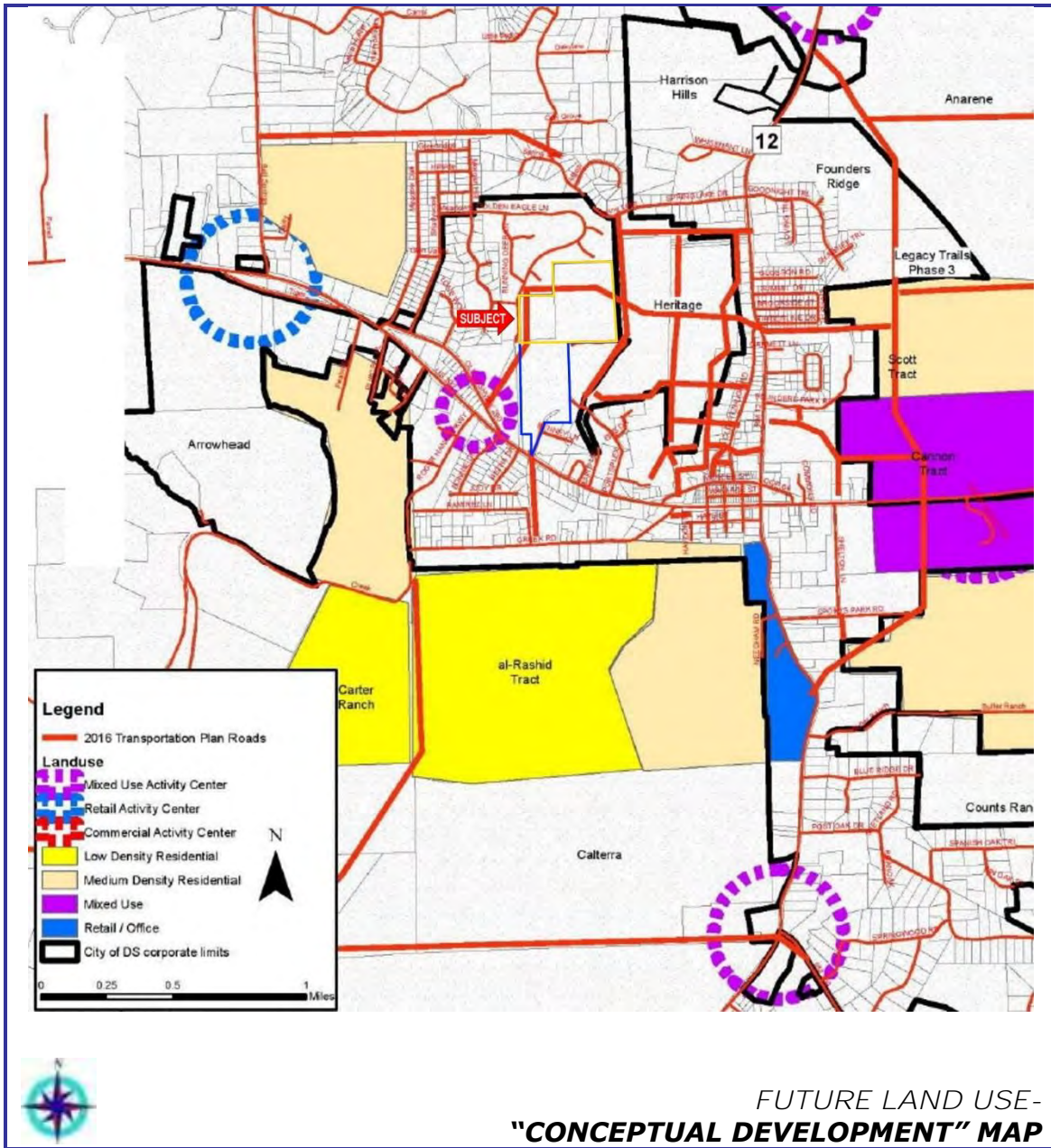


Source: City of Dripping Springs

*Blue: Whole subject property (estimated by appraiser)

*Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION



Source: City of Dripping Springs
 *Blue: Whole subject property (estimated by appraiser)
 *Yellow: Separate economic unit (estimated by appraiser)

SITE DESCRIPTION

Location:	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX
Legal Description:	Land in the Philip Smith Survey, Abstract No. 415, Hays County, Texas

PROPERTY COMPONENT SUMMARY		
Component	Acres	SF
Whole Property – Separate Economic Unit	±60.200 acres	±2,622,312 SF
Existing ROW Easement – (Karhan Park)	±0.936 acres	±40,772 SF
Existing ROW Easement – (Draper)	±1.767 acres	±76,985 SF
Whole Property Unencumbered – Separate Economic Unit	±57.497 acres	±2,504,555 SF
New ROW Easement Acquisition – Part 1	±0.152 acres	±6,617 SF
New ROW Easement Acquisition – Part 2	±1.172 acres	±51,054 SF
Existing ROW Easement Acquisition (Draper) – Part 2*	±1.767 acres	±76,985 SF
Total Permanent ROW Easement Acquisition	±3.091 acres	±134,656 SF
Remainder	±60.200 acres	±2,622,312 SF
North Remainder Unencumbered	±16.500 acres	±718,740 SF
South Remainder Unencumbered	±39.673 acres	±1,728,144 SF
Total Remainder Unencumbered	±56.173 acres	±2,446,884 SF

The whole property size, as per CAD, contains ±101.634 acres, and survey is N/A. The area of the separate economic unit was calculated by the appraiser based on the anticipated separate economic unit for the subject (please refer to the Scope of Work). The remainder size was calculated as the separate economic unit less the part to be acquired. As such, the remainder size differs from CAD as it is based in this report on the separate economic unit.

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

Whole Property Size (Per Field Notes):	N/A.	
Whole Property Size (Per CAD):	±101.634 acres.	
Shape:	Irregular.	
Frontage:	Golden Eagle Lane: Mighty Tiger Trail (SEU):	±465 LF ±30 LF
Current Roadway Design:	Golden Eagle Lane is a secondary roadway. Mighty Tiger Trail (SEU) is a secondary roadway and interior drive of the parent tract providing access to Hwy 290.	
Access/Visibility:	Accesible via Golden Eagle Lane and Mighty Tiger Trail (SEU). Adequate visibility from roadway(s).	
Topography:	Basically level.	
Subsoil Conditions and Drainage:	An engineering study to determine the soil and subsoil conditions has not been furnished. Upon inspection of the subject and surrounding improvements, soil conditions appear adequate to support development of the subject property with adequate engineering.	

SITE DESCRIPTION

Floodplain:	Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Panel # and date:	FEMA Map Panel #48209C0105F, for Hays County, Texas and Incorporated Areas dated September 2, 2005.
	FEMA Zone:	Zone X, an area determined to be outside of the 100-year floodplain
	Floodplain %:	0% is in the FEMA designated 100-year floodplain
Wetlands:	According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, the site contains riverine wetlands, encumbering ±1% (estimated by appraiser) of the SEU.	
Jurisdiction:	City of Dripping Springs and Hays County	
Utilities:	Water and electric, on-site septic system.	
	Water:	Dripping Springs Water Supply Co.
	Electricity:	Various service providers
	Sewer:	N/A
	Septic:	On-site septic system (located on parent tract)
	Gas:	N/A
Additional Public Services:	Fire, emergency medical services, and police protection are provided by the City of Dripping Springs and Hays County.	
Zoning:	<p>GUI - Government/Utility/Institutional and AG-Agriculture.</p> <p>According to the Dripping Springs Code of Ordinances, the GUI - government/utility/institutional district is intended to provide for the siting of government buildings of the state, county, city or federal governments. It is also intended to provide classification for public utility installations, EMS stations, fire stations, health care facilities, schools and churches, without regard to public or private ownership. This zoning classification may, with city council approval, be applied to properties situated anywhere within the city limits.</p> <p>The AG - agriculture district is designed to permit the use of land for the ranching, propagation and cultivation of crops, small-scale horticultural enterprises, and similar uses. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is initially zoned agriculture. It is anticipated that some portion of agriculturally zoned land may eventually be rezoned to another zoning classification in the future.</p> <p>According to the City of Dripping Springs Planning Department (7/2021), if the property was transferred to private ownership and after the construction of Roger Hanks Parkway, it would be reasonable that a zoning change would be requested. However, given the proximity to a SF-1 district and existing GUI district a change to a more intense commercial zoning like CS-Commercial Services may be unlikely.</p>	

 SITE DESCRIPTION

Development Setbacks:	Front:	20' for GUI district & 50' for AG district per Dripping Springs Code of Ordinances
	Side:	10' per for GUI district & 30' for AG district per Dripping Springs Code of Ordinances
	Rear:	15' for GUI district & 50' for AG district per Dripping Springs Code of Ordinances
	Minimum Size:	7,000 SF for GUI district & 2 acres for AG district per Dripping Springs Code of Ordinances
	Landscaping requirement:	N/A
	Comments:	N/A
Future Land Use:	The City of Dripping Springs has a Conceptual Future Land Use Map in the Comprehensive Plan 2016 dated 11/15/2016 and a "potential development" map dated 11/2017 , neither of which designate a purpose for the subject property.	
Land Use Restrictions:	There are no known deed restrictions, either public or private, that would limit the utilization of the subject property. This statement should not be taken as a guarantee or warranty that no such restrictions exist. Deed and title examination by a competent attorney is recommended should any questions arise regarding restrictions.	
Easements/ Encumbrances:	A right-of-way easement for road purposes is granted to the City of Dripping Springs (#90029785), located on the northwest boundary line of the SEU containing ± 0.936 acres ($\pm 40,772$ SF) per easement document. According to Interlocal Agreement (dated November 11, 2009) between Dripping Springs ISD and the City of Dripping Springs, a 60' right-of-way easement is granted to the City of Dripping Springs located along the north 300' of the northeast boundary of the SEU. Per the agreement, the identification of the location of the easement and the conveyance shall take place at a later date agreeable to both parties. According to measurements from survey and schematic for the proposed Roger Hanks Pkwy, provided by the client and which details the specific location of this existing ROW, the 60' portion of previously granted ROW contains ± 1.767 acres ($\pm 76,985$ SF). No restrictions or easements negatively impact the developability of the property. No additional adverse easements or encumbrances noted, other than the previously discussed permanent ROW easements.	
Environmental/Toxic Waste:	Any environmental issues, including endangered species and endangered species natural habitats, which would pertain to the subject property are unknown. Typically, real estate appraisers are not qualified nor are they experts in detecting hazardous materials, radiological materials, archeological resources, etc.; therefore, an expert in these fields should be consulted for opinions on these matters. This report assumes no environmental hazards or special resources exist within or on the subject property.	

SITE DESCRIPTION

History/Current Listing:	Grantor:	N/A
	Grantee:	N/A
	Date of Transaction:	N/A
	Recording Info:	N/A
	Comments: No transactions have occurred in the past 5 years. To our knowledge the property is not currently listed for sale and no offers or contracts are known to exist.	
Surrounding Properties:	North:	Residential
	South:	Private baseball complex/commercial and US 290 with commercial beyond
	East:	Vacant
	West:	Vacant/residential
Real Estate Taxes:	Taxing jurisdictions per CAD: (R17892, R127699 R131452, R94016, R18105)	Hays CAD City of Dripping Springs North Hays Co ESD #1 Hays Co Fire ESD #6 Hays County Special Road Dripping Springs ISD
	2021 CAD land value:	\$6,285,060 (\$1.42/SF based on CAD size of ±101.634 acres)
	2021 CAD improvement value:	\$0
	2021 Total assessed value:	\$0 (exempt property)

IMPROVEMENT DESCRIPTION

<p>Improvement:</p>	<p>As of the effective date, the property is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. The main improvement on the SEU is the Dripping Springs High School athletic complex with football field, field house, tennis center, track, baseball field, softball field, agricultural center, maintenance building and attendant site improvements located ±90 LF to ±710 LF from the proposed ROW. The main improvement on the parent tract is the Dripping Springs High School Complex, located ±1,500 LF from the proposed ROW. The main improvements are not impacted and have not been included herein.</p> <p>The proposed easement acquisition Part 1 is located along the west line of the SEU and clips the northwest corner of the parking lot associated with the football field. Additionally, ±1,500 SF of concrete paving utilized for drainage, a landscaping tree and ±120 LF of chain link fencing are located within the proposed easement acquisition Part 1. Compensation will be included to cure items requiring reconstruction on the remainder. The chain link fencing and landscaping tree will be considered in the Special Compensation/Cost to Cure. The site improvements impacted by the acquisition (if any) are listed below.</p>														
	<table border="1"> <thead> <tr> <th data-bbox="574 1010 841 1060">Improvement</th> <th data-bbox="841 1010 1263 1060">Description</th> <th data-bbox="1263 1010 1490 1060">Size</th> </tr> </thead> <tbody> <tr> <td data-bbox="574 1060 841 1171">Concrete paving/drainage</td> <td data-bbox="841 1060 1263 1171">Concrete paved drainage area in northwest area of football field parking area</td> <td data-bbox="1263 1060 1490 1171">±1,500 SF</td> </tr> <tr> <td data-bbox="574 1171 841 1222">Landscaping tree</td> <td data-bbox="841 1171 1263 1222">Medium landscaping tree</td> <td data-bbox="1263 1171 1490 1222">1 ea.</td> </tr> <tr> <td data-bbox="574 1222 841 1270">Chain link fence</td> <td data-bbox="841 1222 1263 1270">6' chain link fence with top rail</td> <td data-bbox="1263 1222 1490 1270">±120 LF</td> </tr> </tbody> </table>	Improvement	Description	Size	Concrete paving/drainage	Concrete paved drainage area in northwest area of football field parking area	±1,500 SF	Landscaping tree	Medium landscaping tree	1 ea.	Chain link fence	6' chain link fence with top rail	±120 LF		
Improvement	Description	Size													
Concrete paving/drainage	Concrete paved drainage area in northwest area of football field parking area	±1,500 SF													
Landscaping tree	Medium landscaping tree	1 ea.													
Chain link fence	6' chain link fence with top rail	±120 LF													
<p>Proximity to ROW:</p>	<p>Football field (not impacted): ± 280 LF to Golden Eagle Lane ± 585 LF to Mighty Tiger Trl Track (not impacted): ± 805 LF to Golden Eagle Lane ± 220 LF to Mighty Tiger Trl Softball field (not impacted): ± 1260 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl Baseball field (not impacted): ± 1530 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl Field House (not impacted): ± 840 LF to Golden Eagle Lane ± 255 LF to Mighty Tiger Trl Maintenance building (not impacted): ± 995 LF to Golden Eagle Lane ± 800 LF to Mighty Tiger Trl Agriculture building (not impacted):</p>														

IMPROVEMENT DESCRIPTION

	<p>± 1195 LF to Golden Eagle Lane ± 765 LF to Mighty Tiger Trl Modular Buildings: ± 1570 LF to Golden Eagle Lane ± 890 LF to Mighty Tiger Trl High School Complex (parent tract, not impacted): ± 1500 LF to Golden Eagle Lane ± 586 LF to Mighty Tiger Trl</p>
--	---

ANALYSIS OF DATA

HIGHEST & BEST USE

Highest and Best Use can be defined as: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value."⁴

The highest and best use involves consideration of land use as though vacant, and as improved. The potential uses of the subject are affected by the real estate economic forces of the area and neighborhood. The available uses are restricted by four criteria including physically possible, legally permissible, financially feasible and maximally productive.

Highest and Best Use, As If Vacant

Physically Possible

The first constraint is dictated by the physical attributes of the property itself. The subject property is located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX. The subject contains ± 60.200 acres. It is basically level. The shape is irregular. According to available maps, 0% of the site is within the flood plain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, the site contains riverine wetlands, encumbering $\pm 1\%$ (estimated by appraiser) of the SEU. The subject property has water and electric, on-site septic system. Therefore, based on the physical characteristics of the site, there appears to be no significant detriments to the site.

Legally Permissible

Legal restrictions, as they apply to the subject are private restrictions such as easements, and public restrictions such as zoning. There are no known deed restrictions, either public or private, that would limit the utilization of the subject property. With respect to easements and encumbrances, a right-of-way easement for road purposes is granted to the City of Dripping Springs (#90029785), located on the northwest boundary line of the SEU containing ± 0.936 acres ($\pm 40,772$ SF) per easement document. According to Interlocal Agreement (dated November 11, 2009) between Dripping Springs ISD and the City of Dripping Springs, a 60' right-of-way easement is granted to the City of Dripping Springs located along the north 300' of the northeast boundary of the SEU. Per the agreement, the identification of the location of the easement and the conveyance shall take place at a later date agreeable to both parties. According to measurements from survey and schematic for the proposed Roger Hanks Pkwy, provided by the client and which details the specific location of this existing ROW, the 60' portion of previously granted ROW contains ± 1.767 acres ($\pm 76,985$ SF). No restrictions or easements negatively impact the developability of the property. No additional adverse easements or encumbrances noted, other than the previously discussed permanent ROW easements.

In consideration of zoning, the subject property is GUI- Government/Utility/Institutional and AG-Agriculture. According to the Dripping Springs code of ordinances, the GUI zoning allows public services, government facilities or schools and churches and the AG zoning allows for ranching, cultivation of crops and single family uses. According to the City of Dripping Springs Planning Department (7/2021), if the property was transferred to private ownership and after the construction of Roger Hanks Parkway, it would be reasonable that a zoning change would be requested. However, given the proximity to a SF-1 district and existing GUI district a change to a more intense commercial zoning like CS-Commercial Services may be unlikely. The property is not incorporated in a Future Land Use plan.

⁴ *The Appraisal of Real Estate, 15th Edition*, (Chicago: Appraisal Institute, 2020), p.306.

⁴ *The Appraisal of Real Estate, 15th Edition*, (Chicago: Appraisal Institute, 2020), p.27.

HIGHEST & BEST USE

Also considered within the context of Legally Permissible is conformity with surrounding **properties**. "Conformity is the appraisal principle that holds that real property value is created and sustained when the characteristics of a property conform to the demands of its market."⁴ As discussed in the *Neighborhood Description* section, residential, educational and commercial properties are predominant throughout the neighborhood. The subject is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. Surrounding development is predominately a mixture of educational, residential and commercial uses.

In summary, due to its location, zoning, compatibility and surrounding uses, the legally permissible component of the highest and best use analysis is considered to point toward mixed use.

Financially Feasible and Maximally Productive

This section requires that the forces of supply and demand be in balance, and that the property developed will provide sufficient income to return profit to the land. The most reasonable use of the site that generates the highest return to the land is mixed use.

Highest and Best Use Conclusion, As If Vacant

Considering all of the factors which influence highest and best use, it is our opinion that the highest and best use of the subject site, if vacant, is mixed use.

Highest and Best Use Conclusion, As Improved

As previously noted, the property is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. As such, the highest and best use, as improved is continued use as educational campus/facility.

APPRAISAL PROCESS

In estimating the value of real property, there are three recognized approaches or techniques that, when applicable, can be used to process the data considered significant to each into separate value indications. In all instances the experience of the appraisers, coupled with objective judgment, plays a major role in arriving at the conclusions of indicated value from which the final estimate of value is made.

The three approaches are commonly known as:

The Cost Approach - An estimate of the present reproduction cost of the improvements, less accrued depreciation, plus land value. Depreciation includes all loss in value of the improvements due to physical deterioration, functional obsolescence, and economic obsolescence.

The Sales Comparison Approach - Comparison with similar properties that have sold in the market. This Approach can be applied to land alone or to improved properties.

Income Capitalization Approach - Capitalization of the net income that the property can produce. This Approach is applicable only to income producing properties.

Whole Property

In the valuation analysis of the subject property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. The subject is effectively vacant land with minimal site improvements (main improvements not impacted). As such, the Sales Comparison Approach (land only) has been developed to estimate the land value and the Cost Approach has been developed to value the site improvements impacted by the acquisition. The Sales Comparison Approach- As Improved and the Income Approach were not considered applicable and have not been developed.

Part to be Acquired

The Part to Be Acquired is considered to be a pro-rata share of the whole.

Remainder Before

The Remainder Before is a mathematical calculation of the Whole Property less the Part to Be Acquired.

Remainder After

In the valuation analysis of the remainder after property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. The subject is effectively vacant land with minimal site improvements. The remainder is improved with the Drpping Springs High School athletic complex and associated buildings on the SEU. The main improvements are not impacted and have not been valued herein. As such, the Sales Comparison Approach (land only) has been developed to estimate the land value. The Cost Approach, Sales Comparison Approach- As Improved and the Income Approach were not considered applicable and have not been developed.

First, the overall market value of the property will be estimated. The final step will be to estimate the appropriate recommended compensation for the permanent ROW easement.

THE SALES COMPARISON APPROACH

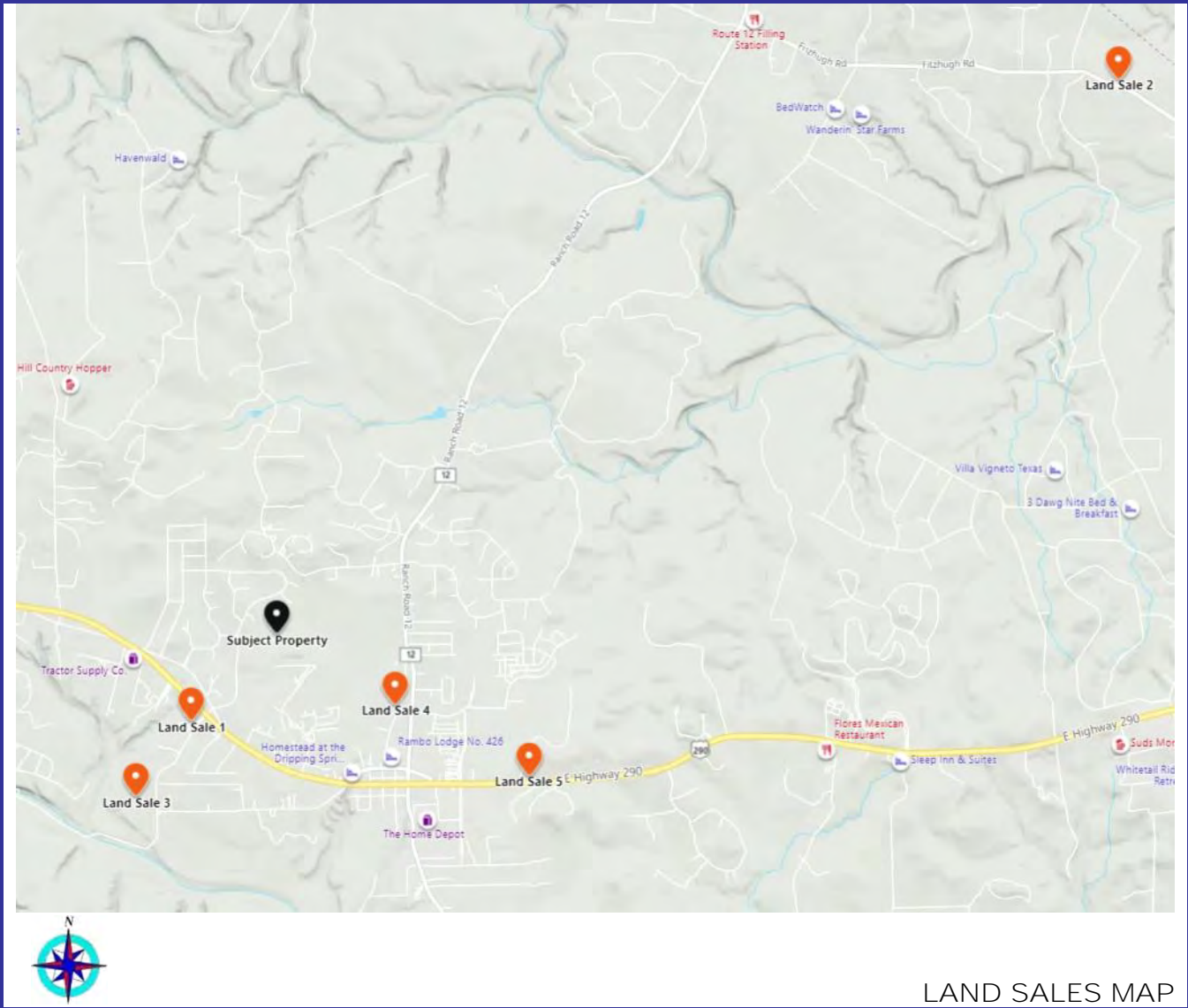
THE SALES COMPARISON APPROACH

The Sales Comparison Approach will be utilized to estimate the fee simple value of the subject site. This approach is considered the most valid indicator in estimating the market value of unimproved land not typically leased in the marketplace. In valuing property via this approach, as many land sales as possible are gathered and the most comparable are used for comparison. Since properties are seldom identical, the comparable sales must be adjusted to the subject for differences in time, location, and physical characteristics to indicate a value for the subject tract.

When valuing real estate via the Sales Comparison Approach, the subject and comparables must be broken down into units of comparison. Units of comparison for vacant land include price per front foot, price per lot, price per acre (buildable or total), price per square foot (buildable or total) and price per buildable unit. The method of comparison is based on the method typically used to purchase vacant tracts in a given area. The price per SF appears prevalent in the area.

In undertaking our research efforts, a diligent search was made of the subject's neighborhood for properties that had sold or that were under contract. Our research included searching for vacant land tracts that exhibited similar characteristics. Included on the following page is a summary of the documented land sales that have been used in estimating the value of the subject. A location map has also been included.

THE SALES COMPARISON APPROACH



LAND SALES MAP

LAND SALES SUMMARY				
#	LOCATION	DATE OF SALE	\$/SF	LAND SIZE (ACRES)
1	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	Pending	\$3.68/SF	±31.190 acres
2	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX	05/20/21	\$3.11/SF	±42.120 acres
3	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	10/05/20	\$1.58/SF	±23.500 acres
4	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	05/27/21	\$5.23/SF	±4.390 acres
5	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX	06/15/20	\$1.23/SF	±57.000 acres
Subject	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX			±60.200 acres

Source: Atrium Real Estate Services 07/2021

 THE SALES COMPARISON APPROACH

LAND SALE NO. 1

Property Identification

Record ID	2775
Property Type	Mixed use
Address	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX
Tax ID	R114344, R114345, R114346, R114347, R114348, R114349, R114350, R114351, R114354, R114355, R114356, R114357, R114358, R114359, R114360, R114361, R114362, R114363

Sale Data

Grantor	Hays County Completion LLC
Grantee	Not disclosed
Sale Date	Pending (expected closing in October 2021)
Deed Book/Page	N/A
Financing	Cash to seller
Deed Reviewed Verification	N/A; Inspected 6/22/2021 GP/LRJ Burt Dement, listing agent, 512-689-7352, June 21, 2021; Confirmed by: GP
Sale Price	\$5,000,000

Land Data

Zoning	CS-Commercial Services
Topography	Basically level
Utilities	All utilities available
Shape	Irregular
Flood Info	None
Easements	No adverse easements noted
Improvements	Vacant
Intended/Current Use	Unknown/Vacant

Land Size Information

Gross Land Size	31.193 acres or 1,358,767 SF
Front Footage	US 290: Primary road Roger Hanks Pkwy: Primary road Hamilton Crossing: Secondary road

Indicators

Sale Price/Gross SF	\$3.68
---------------------	--------

Legal Description

Lots 1,3,4,5,6,7,8,9,10,13,14,15,16,17,18,19,20,21 and 22, Roger Hanks Park, Hays County, Texas

Remarks

The site was vacant at the time of sale. All utilities are available to the site. None of the site is located in the floodplain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, 0% of the site is located in wetlands. The property consists of 19 individually platted lots in the Roger Hanks Park subdivision. 13 lots (\pm 21.705 acres) are contiguous at the NWC of US Hwy 290 and Roger Hanks Parkway and 6 lots (\pm 9.488 acres) are contiguous on the east line of Roger Hanks Parkway. According to the listing agent, the sale is expected to close in October 2021. **The buyer's intended use for the property was not disclosed.** As of June 2021, the site is vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 2

Property Identification

Record ID	2778
Property Type	Commercial
Address	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX
Tax ID	R13179, R13161

Sale Data

Grantor	Estate of Ruthie Mae Crumley Huey
Grantee	2W Austin Development, LLC
Sale Date	May 20, 2021
Deed Book/Page	21027294
Financing	Cash to seller
Deed Reviewed	6/22/2021 GP; Inspected 6/22/2021 GP/LRJ
Verification	Madison Waugh, Operations Manager for listing agent Josh Friedman, 512-892-9934, June 22, 2021; Confirmed by: GP

Sale Price	\$5,700,000
------------	-------------

Land Data

Zoning	None
Topography	Basically level
Utilities	Water and electric available, septic required
Shape	Irregular
Flood Info	None
Easements	No adverse easements noted
Improvements	Vacant
Intended/Current Use	Commercial/Vacant

Land Size Information

Gross Land Size	42.120 acres or 1,834,747 SF
Front Footage	Fitzhugh Rd: Primary road

Indicators

Sale Price/Gross SF	\$3.11
---------------------	--------

Legal Description

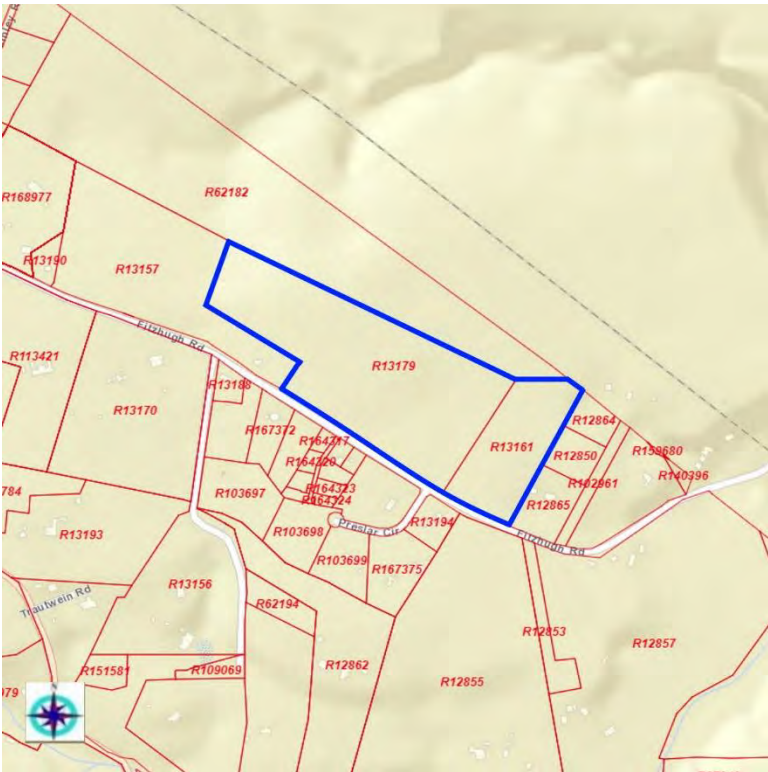
Land in the John Barton Survey No. 80, the Herman Benson Survey No. 139 and the John Bollinger Survey, Hays County, Texas

Remarks

The site was vacant at the time of sale. Water and electric available, septic required. None of the site is located in the floodplain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, none of the site is located in wetlands. The listing agent believed the buyer intended to develop the property for commercial use. As of June 2021, the site is vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 2 (cont.)



 THE SALES COMPARISON APPROACH

LAND SALE NO. 3

Property Identification

Record ID	2717
Property Type	Mixed
Address	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX
Tax ID	R136311

Sale Data

Grantor	Cypress Fork Ranch, LP
Grantee	Eagle River, LLC
Sale Date	October 5, 2020
Deed Book/Page	20008213
Financing	Cash to seller; conventional
Deed Reviewed	10/30/2020 SMG; Inspected 8/14/2020 LRJ/SMG
Verification	Pamela McAfee, Listing agent (512) 554-8476, July 30, 2020 and copy of portion of contract provided by Grantor; Confirmed by: SMG

Sale Price	\$1,621,500
------------	-------------

Land Data

Zoning	None - Dripping Springs ETJ
Topography	Generally level to rolling with a creek along the western boundary
Utilities	Electricity and water available, septic needed
Shape	Irregular
Flood Info	±1% of the site is in 100-year floodplain
Easements	No adverse easements
Improvements	Vacant at time of sale
Intended/Current Use	Mixed/Vacant

Land Size Information

Gross Land Size	23.50 acres or 1,023,660 SF
Front Footage	Creek Rd/Roger Hanks Pkwy: secondary roadway

Indicators

Sale Price/Gross Acre	\$69,000
Sale Price/Gross SF	\$1.58

Legal Description

23.5 acres in the Benjamin F. Hanna Survey No. 28, Abstract No. 222, Hays County, Texas

Remarks

The site was vacant at the time of sale. The site has electricity and water available, septic needed. There are deed restrictions (#20044930) associated with the property stating that the property may be subdivided into a northern portion, of no more than 12 acres and southern portion in which the northern portion may be used for light commercial and single family residential use (of no more than one dwelling per each 0.5 acre) and an impervious cover not to exceed 35%. The southern portion may only be used for single family residential use and **includes a building setback of 50' from the adjacent parcel to the south which must be kept in its natural state, except for driveway use (as specified in document).** According to the National Wetlands Inventory, as compiled by the US Fish and Wildlife, none of the property is within the wetlands. ±1% of the site is located within the 100-year floodplain. As of August 2020, the site vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 4

Property Identification

Record ID	2776
Property Type	Commercial
Address	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX
Tax ID	R155033

Sale Data

Grantor	Dripping Springs Outfitters LLC
Grantee	DD Magee Holdings LLC
Sale Date	May 27, 2021
Deed Book/Page	21028598
Financing	Cash to seller
Deed Reviewed	6/21/2021 GP; Inspected 6/22/2021 LRJ/GP
Verification	Micha Hill, listing agent (512) 779-2872, June 21, 2021; Confirmed by: GP

Sale Price	\$1,000,000
------------	-------------

Land Data

Zoning	LR-Local Retail
Topography	Level
Utilities	All available
Shape	Irregular
Flood Info	None
Easements	No adverse easements
Improvements	None
Intended/Current Use	Unknown/vacant

Land Size Information

Gross Land Size	±4.390 acres or ±191,228 SF
Front Footage	Old Fitzhugh Rd: primary road

Indicators

Sale Price/Gross Acre	\$227,790
Sale Price/Gross SF	\$5.23

Legal Description

Lot 1, Old Town Cottages, Hays County, Texas

Remarks

The site was vacant at the time of sale. All utilities are available to the site. None of the site is located in the floodplain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, 0% of the site is located in wetlands. According to the listing agent, the buyer purchased the property as an investment and did not have immediate plans for development. As of June 2021, the site is vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 5

Property Identification

Record ID	2715
Property Type	Mixed
Address	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX
Tax ID	R17949, R17948, R17786 (portion of)

Sale Data

Grantor	Cannon Family Ranch Partnership, Ltd.
Grantee	Oryx Cannon 58, LLC
Sale Date	June 15, 2020
Deed Book/Page	20023358
Financing	Cash to seller
Deed Reviewed	10/29/2020 SMG; Inspected 10/30/2020 LRJ/SMG
Verification	John Endendyk, Broker (512) 585-9351, October 5, 2020; Confirmed by: SMG

Sale Price	\$3,050,000
------------	-------------

Land Data

Zoning	None- City of Dripping Springs ETJ
Topography	Basically level to rolling
Utilities	Electricity and water available
Shape	Irregular
Flood Info	None
Easements	No adverse easements
Improvements	Residence and outbuildings contributed minimal value
Intended/Current Use	Commercial/Vacant

Land Size Information

Gross Land Size	57.00 acres or 2,482,921 SF
Front Footage	US Hwy 290: Primary roadway Cannon Ranch Rd: Secondary roadway

Indicators

Sale Price/Gross Acre	\$53,509
Sale Price/Gross SF	\$1.23

Legal Description

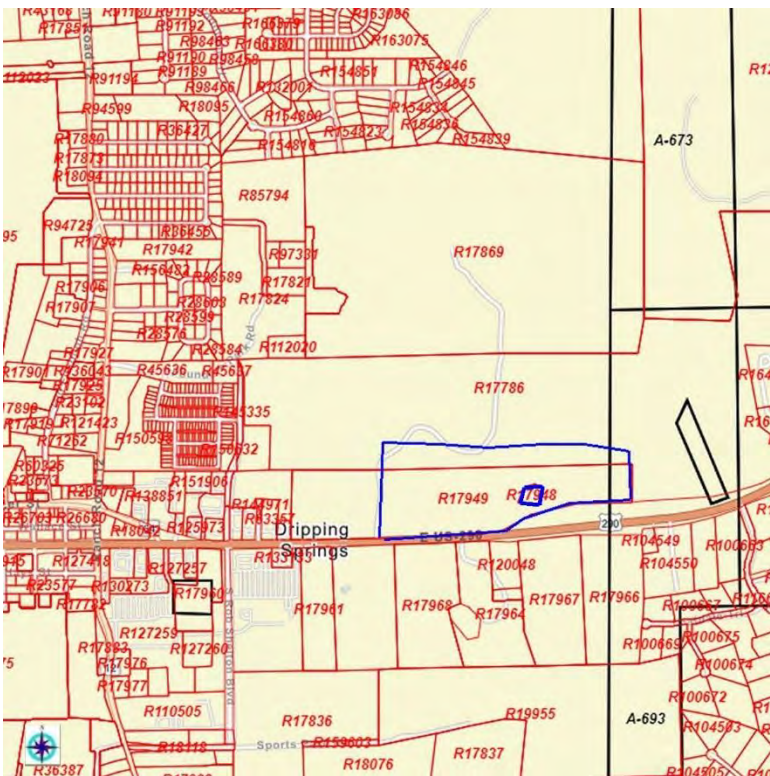
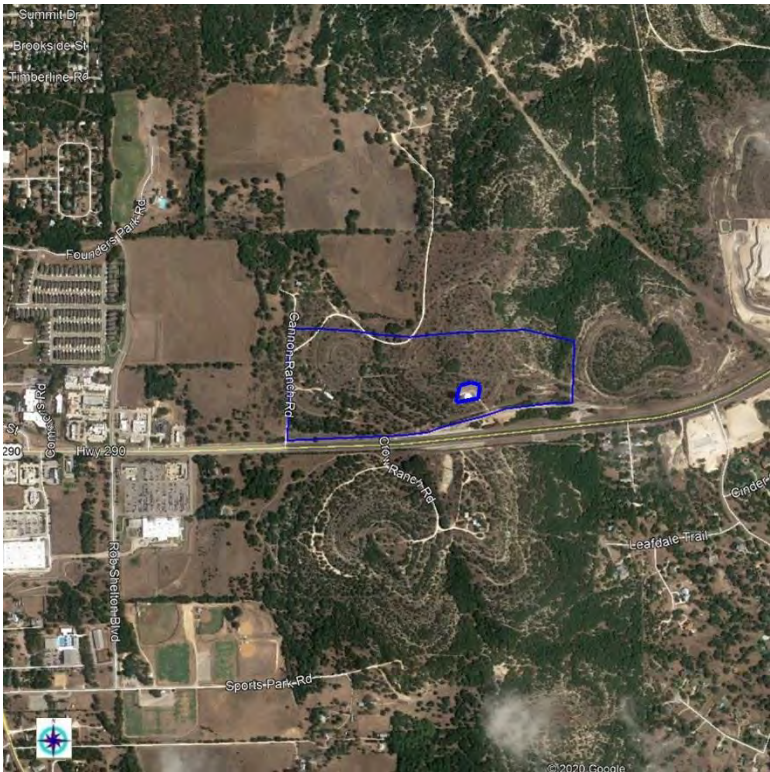
Being 58 acres of land out of the Philip A. Smith League Survey No. 26, Abstract No. 415, Hays County, Texas; Save and Except 1.00 acre conveyed to Lower Colorado River Authority.

Remarks

The site contained a residence (2,125 SF, YOC 1967 per CAD) and outbuildings which contributed minimal value to the sale. The site has a water tower on 1 acre in the central portion which is owned by LCRA. The site has electricity and water available. None of the site is in 100 year floodplain. According to the National Wetlands Inventory, as compiled by the US Fish and Wildlife, none of the site is within the wetlands. As of October 2020, the site is vacant.

THE SALES COMPARISON APPROACH

LAND SALE NO. 5 (cont.)



THE SALES COMPARISON APPROACH

THE ADJUSTMENT PROCESS

In order to narrow the range of sale prices indicated by the comparable sales, adjustments will be made to the sales for differing characteristics. The adjustment process will begin with a discussion of the property rights.

Property Rights Conveyed - The transaction price of a sale is always based on the real property interest conveyed. In this instance, an adjustment for this attribute is not considered necessary.

Terms of Sale/Financing - The sales gathered for this report reflected cash to seller transactions or those where the financing terms were reported to be at market. Therefore, an adjustment for cash equivalency is not necessary.

Conditions of Sale - The sales reflected **properties that concluded to be arm's length** transactions. An adjustment for conditions of sale does not appear to be warranted.

Market Conditions/Time - The sale comparables utilized in the present analysis ranged in date of sale from 06/15/20 to Pending. Considering the general market conditions, it appears that no adjustment for this characteristic is warranted.

Location - The following table summarizes the location ratings:

LOCATION RATINGS		
Sale	Location	Rating
1	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	Superior/1.0
2	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX	Similar/0
3	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	Inferior/2.0
4	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	Superior/1.0
5	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX	Similar/0
<i>Subject</i>	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX	X

Based on the general location characteristics of the properties, an adjustment for location appears necessary. Considering the general location differences of the comparables and the subject, an adjustment of 10% per rating category has been utilized.

Physical Characteristics:

Included in the physical characteristics adjustments are various categories including size of properties, improvements on the property, frontage, entitlements, easements, topography, utilities, flood plain, zoning, etc. The following summarizes those characteristics which require adjustment.

THE SALES COMPARISON APPROACH

Size: The size of the property is ± 60.200 acres while the sales range in size from ± 4.390 acres to ± 57.000 acres. Considering the variations in the properties, only a minimal adjustment for size is considered necessary. The sales have been adjusted at 10% per doubling.

SIZE RATINGS		
Sale	Size	Rating
1	± 31.190 acres	Superior/0.5
2	± 42.120 acres	Similar/0
3	± 23.500 acres	Superior/0.5
4	± 4.390 acres	Superior/2.5
5	± 57.000 acres	Similar/0
Subject	± 60.200 acres	-----

Floodplain /Topography – The subject tract is basically level. 0% of the site is within the floodplain. According to the National Wetlands Inventory compiled by the US Fish and Wildlife Service, the site contains riverine wetlands, encumbering $\pm 1\%$ (estimated by appraiser) of the SEU. Sales 1, 2, 4 and 5 have basically level topography and no floodplain. Sale 3 has slightly sloping topography towards a creek on the western boundary and is $\pm 1\%$ in the 100-year floodplain. An adjustment for floodplain and topography is not necessary.

Zoning/restrictions: The subject property is zoned GUI- Government/Utility/Institutional and AG-Agriculture. According to the Dripping Springs code of ordinances; the GUI zoning allows public services, government facilities or schools and churches and the AG zoning allows for ranching, cultivation of crops and single family uses. According to the City of Dripping Springs Planning Department (7/2021), if the property was transferred to private ownership and after the construction of Roger Hanks Parkway, it would be reasonable that a zoning change would be requested. However, given the proximity to a SF-1 district and existing GUI district a change to a more intense commercial zoning like CS-Commercial Services may be unlikely. An adjustment for zoning is not necessary.

Utilities: The subject property has water and electric, on-site septic system. Sale 1 and 4 have all utilities available and have been adjusted -5%. Sales 2, 3 and 5 have water, electric available and require septic. An adjustment for Sales 2, 3 and 5 is not necessary.

Corner/Frontage: The subject property is located at the NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX. Sale 1 is located at the corner of US 290 and Roger Hanks Pkwy and has been adjusted -10%. Sales 2, 3, and 5 are not located on a corner and no adjustment is necessary. Sale 4 is at the corner of US Hwy 290 and a road leading to private property. An adjustment for Sale 4 is not necessary.

Other Characteristics – The subject property has access via Golden Eagle Lane and Mighty Tiger Trail, an interior road of the parent tract, and has minimal road frontage. Sales 1, 2 and 5 have superior road frontage and have been adjusted -5%. Sales 3 and 4 have similar road frontage, and an adjustment is not necessary. Sale 5 included a residence (2,125 SF, YOC 1967 per CAD) and outbuildings which contributed minimal value to the sale. An adjustment is not considered necessary for Sale 2 considering the age of the improvements.

The following adjustment grid illustrates the adjustments applied to the sales.

THE SALES COMPARISON APPROACH

VALUATION GRID

Representative Comparable Sales

	Subject	Comp No 1	Comp No 2	Comp No 3	Comp No 4	Comp No 5
Grantor		Hays County Completion LLC	Huey	Cypress Fork Ranch, LP	Dripping Springs Outfitters LLC	Cannon Family Ranch Partnership, Ltd.
Grantee		Not disclosed	2W Austin Development, LLC	Eagle River, LLC	DD Magee Holdings LLC	Oryx Cannon 58, LLC
Date of Sale	7/2/2021 Effective date	Pending	5/20/2021	10/5/2020	5/27/2021	6/15/2020
Relative Location	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX
Size (acres)	60.200	31.1900	42.1200	23.5000	4.3900	57.0000
Unit Price	\$/SF	\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Property Rights		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Financing		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Conditions of Sale		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Market Conditions/Time		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Location Adjustment		-10%	0%	+20%	-10%	0%
Physical Adjustment						
Size adjustment	2,622,312 SF	-5%	0%	-5%	-25%	0%
Flood/Topo adjustment		0%	0%	0%	0%	0%
Zoning adjustment		0%	0%	0%	0%	0%
Utilities Adjustment		-5%	0%	0%	-5%	0%
Corner Adjustment		-10%	0%	0%	0%	0%
Other Adjustment		-5%	-5%	0%	0%	-5%
Net Location & Physical Characteristics Adjustment		-35%	-5%	+15%	-40%	-5%
	Indicated Unit Value	\$2.39	\$2.95	\$1.82	\$3.14	\$1.17
Estimated Unit Value						\$3.00
Existing ROW easement - Karhan Park		40,772 SF x \$3.00/SF x 0%				\$0
Existing ROW easement - Draper		76,985 SF x \$3.00/SF x 0%				\$0
Unencumbered Land Value		2,504,555 SF x \$3.00/SF				\$7,513,665
Estimated Total Value						\$7,513,665

THE SALES COMPARISON APPROACH

Reconciliation and Value Estimate

In estimating the fee simple value of the subject via this approach, data was analyzed and adjusted, suggesting a value estimate for the subject property between \$1.17/SF and \$3.14/SF. For purposes of this analysis, a reconciled indicated unit estimate of \$3.00/SF has been utilized. Two existing right-of-way easements are located on the subject property; Karhan Park permanent ROW easement ±0.936 acres (±40,772 SF) and Draper permanent ROW easement ±1.767 acres (±76,985 SF). These areas have been valued at 0% of the estimated value as they are existing ROW easements for road construction. Therefore, the following is the estimate of the market value of the fee simple interest in the subject property, as if vacant:

Description	Size	\$/SF	%	Value
Existing Permanent ROW Easement - Karhan Park	±40,772 SF	\$3.00/SF	X 0%	\$0
Existing Permanent ROW Easement - Draper	±76,985 SF	\$3.00/SF	X 0%	\$0
Unencumbered Land Value	±2,504,555 SF	\$3.00/SF	X 100%	\$7,513,665
Estimated Land Value:				\$7,513,665

THE COST APPROACH

IMPROVEMENT VALUE

As previously discussed, the subject property is improved with Dripping Springs High School athletic complex, agricultural center and associated buildings on the SEU and the Dripping Springs High School complex on the parent tract. Site improvements impacted by the proposed acquisition are listed below.

In order to arrive at a reasonable estimate of the replacement cost new, cost estimates from *Marshall Valuation Service* and/or local contractors were utilized. The costs data used to estimate the cost of the site improvements and the life expectancy and depreciation for the site improvements located within the acquisition are illustrated in the following tables.

Type of Improvement	MSV Section/Page	Base Range	Current Cost Multiplier	Local Cost	Soft Costs	Entrepreneurial Incentive	Adjusted range	Estimate
Concrete pavement (SF)	Section 66	\$5.23	1.08	0.84	1.10	1.15	\$6.00	\$7.75/SF
	Page 2	\$8.29					\$9.51	

Depreciation Summary			
Improvement	Effective Age	Life Expectancy	% Depreciation (per MVS)
Concrete paving/drainage	3	16	14%

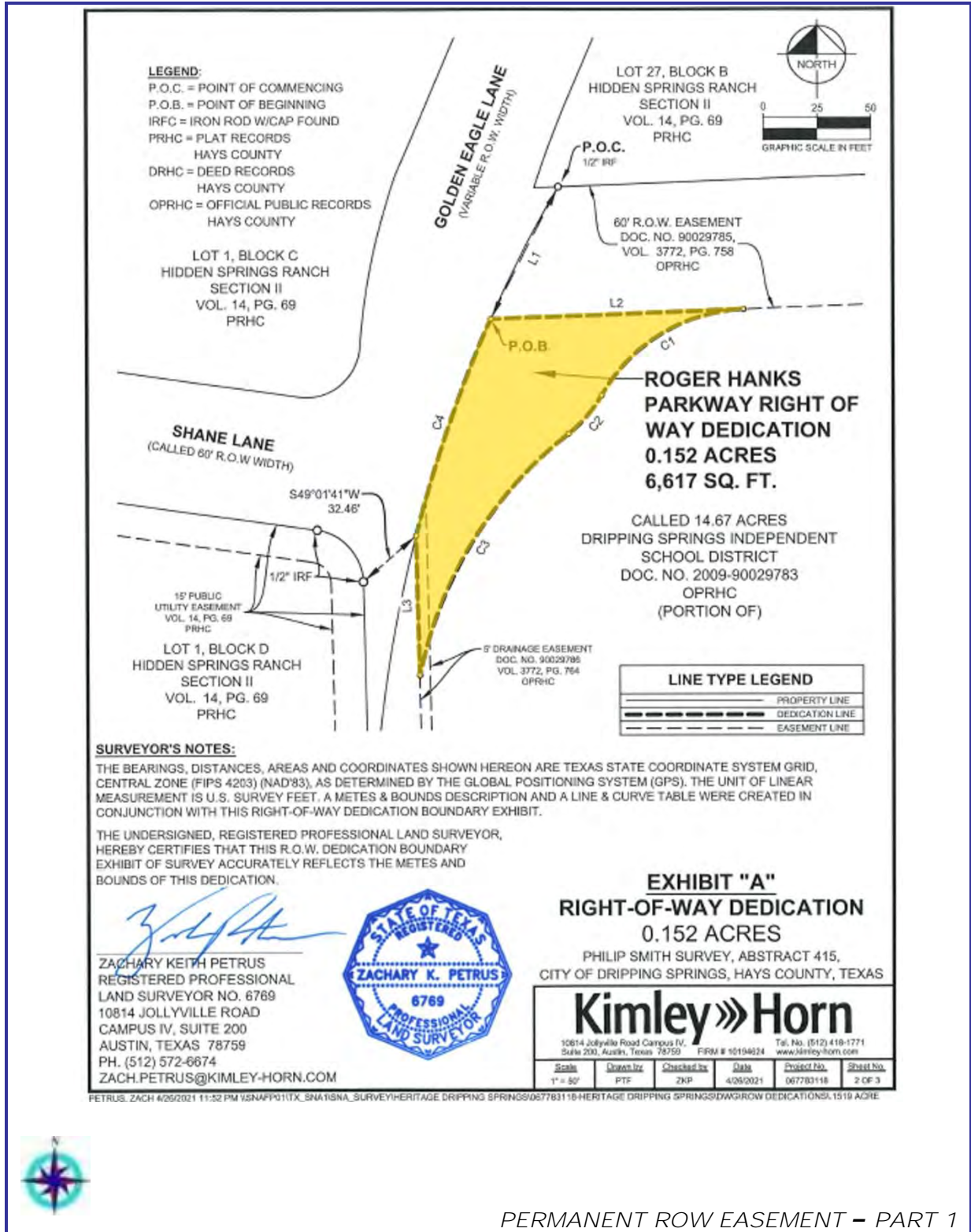
Whole Property Land Value and Site Improvements Impacted by Part to be Acquired

The current whole property land value and site improvement value impacted by the part to be acquired is illustrated in the following table.

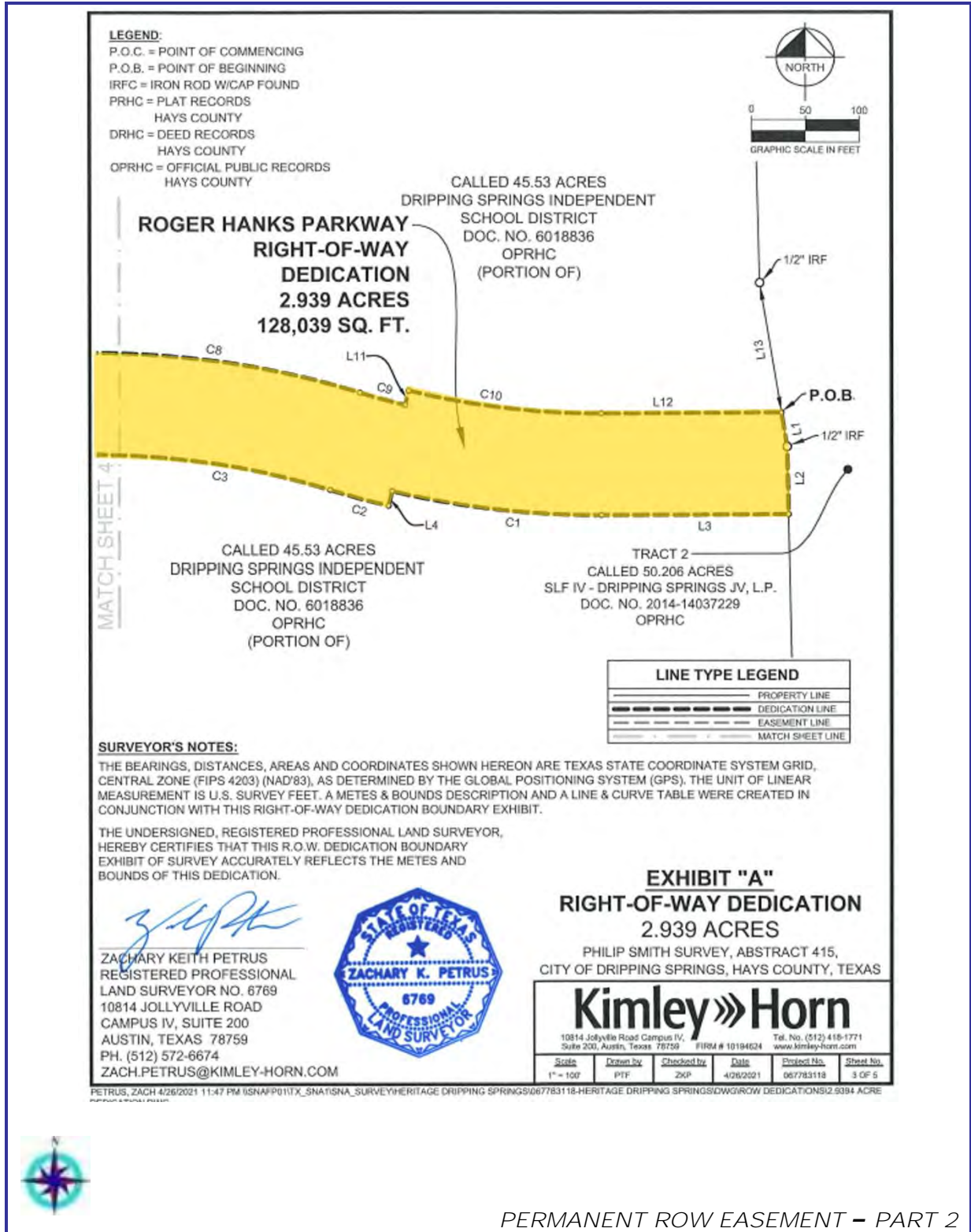
WHOLE PROPERTY (LAND AND SITE IMPROVEMENTS IMPACTED BY PART TO BE ACQUIRED)					
Improvement	Size	\$ per unit	Cost New	(Depreciation)	Current Value
Concrete paving/drainage (SF)	1,500	\$7.75	\$11,625	(\$1,628)	\$9,997
Contributory Value of Site Improvements in Part to be Acquired					\$9,997
Land Value Existing ROW Easement - Karhan Park ($\pm 40,772$ SF x \$3.00/SF x 0%)					\$0
Land Value Existing ROW Easement - Draper ($\pm 76,985$ SF x \$3.00/SF x 0%)					\$0
Land Value Unencumbered ($\pm 2,504,555$ SF x \$3.00/SF)					\$7,513,665
Value of Whole Property Land					\$7,513,665
Value of Whole Property (Land and Site Improvements impacted by the acquisition)					\$7,523,662

*PART TO BE ACQUIRED, REMAINDER BEFORE AND
REMAINDER AFTER*

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER



PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER



PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

PROPERTY COMPONENT SUMMARY		
Component	Acres	SF
Whole Property – Separate Economic Unit	±60.200 acres	±2,622,312 SF
Existing ROW Easement (Karhan Park)	±0.936 acres	±40,772 SF
Existing ROW Easement (Draper)	±1.767 acres	±76,985 SF
Whole Property Unencumbered – Separate Economic Unit	±57.497 acres	±2,504,555 SF
New ROW Easement Acquisition – Part 1	±0.152 acres	±6,617 SF
New ROW Easement Acquisition – Part 2	±1.172 acres	±51,054 SF
Existing ROW Easement Acquisition (Draper) – Part 2*	±1.767 acres	±76,985 SF
Total Permanent ROW Easement Acquisition	±3.091 acres	±134,656 SF
Remainder	±60.200 acres	±2,622,312 SF
North Remainder Unencumbered	±16.500 acres	±718,740 SF
South Remainder Unencumbered	±39.673 acres	±1,728,144 SF
Total Remainder Unencumbered	±56.173 acres	±2,446,884 SF

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

Description of the Permanent ROW Easement

Proposed ROW easement acquisition Part 1 is ±0.152 acres (±6,617 SF) and located along the west boundary of the SEU and the Karhan Park tract, along Golden Eagle Lane and the southwest boundary of the previously dedicated Karhan Park ROW easement (#90029785). The previously dedicated Karhan Park ROW easement, located north of the proposed ROW easement **Part 1, is 60' wide and contains ±0.936 acres (±40,772 SF) per easement document.** The proposed ROW easement acquisition Part 1 adjoins the existing Karhan Park ROW easement along its south line, but the ±0.152 acre (±6,617 SF) ROW easement acquisition is independent of the previously conveyed Karhan Park ROW easement. The permanent ROW easement acquisition Part 1 has a length of ±171 LF and a depth of ±117 LF. The acquisition is irregular in shape. The acquisition is irregular in shape.

Proposed ROW easement acquisition Part 2 is ±2.939 acres (±128,039 SF) and located in the eastern portion of the SEU and northern portion of the Draper tract. The proposed permanent ROW **easement acquisition contains the previously agreed to Draper Tract 60' ROW easement (Interlocal Agreement, dated November 2019) and an additional ±20' feet of new ROW easement acquisition** on either side of the existing ROW easement. According to measurements from the survey and schematic for the proposed Roger Hanks Pkwy provided by the client, the portion of **the existing Draper Tract 60' ROW easement contains ±1.767 acres (±76,985 SF), with ±1.172 acres (±51,054 SF) as new proposed ROW.** Proposed permanent ROW easement Part 2 bisects the eastern portion of the property (SEU). The permanent ROW easement acquisition Part 2 has a length of ±1,282 LF along the south line of the north remainder and a length of ±1,303 LF along the north line of the south remainder. The depth varies between ±95 LF to ±111 LF. The acquisition is irregular in shape. Access denial will not be implemented along the new right of way.

This shape and size is based on our review of the field notes and sketch for the proposed permanent ROW easement. These sizes will be utilized in the calculations herein and are considered to be accurate. The site improvements located in the acquisition (if any) are listed below.

According to available information, the acquisition area will be utilized as part of the Roger Hanks Parkway.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

Highest & Best Use Analysis of the Permanent ROW Easement

In arriving at an opinion of highest and best use, factors that affect the property are generally considered as to their effect on the highest and best use of the site, as vacant.

The physical characteristics of the permanent ROW easement impose limitations on its development potential. It is our opinion that the ultimate highest and best use of the permanent ROW easement, as vacant, would be for assemblage as a part of the whole property.

Valuation of the Permanent ROW Easement

The land value in the part to be acquired is based on same unit value as the whole property. The value of the whole property ±60.200 acres (±2,622,312 SF) has been estimated at \$3.00/SF. The acquisition area contains ±3.091 acres (±134,656 SF), which includes an existing permanent ROW easement (Draper) of ±1.767 acres (±76,985 SF) located entirely within permanent ROW acquisition Part 2. The encumbered area has been valued at 0% of the estimated value as it is existing right of way for road purposes. The site improvements located in the acquisition (if any) are listed below. The value of the components within the acquisition are listed in the following chart.

PART TO BE ACQUIRED (LAND AND SITE IMPROVEMENTS IN PART TO BE ACQUIRED)					
Improvement	Size	\$ per unit	Cost New	(Depreciation)	Current Value
Concrete paving/drainage (SF)	1,500	\$7.75	\$11,625	(\$1,628)	\$9,997
Contributory Value of Site Improvements in Part to be Acquired					\$9,997
New Permanent ROW Easement Acquisition Part 1 (±6,617 SF x \$3.00/SF)					\$19,851
New Permanent ROW Easement Acquisition Part 2 (±51,054 SF x \$3.00/SF)					\$153,162
Existing Permanent ROW Easement Acquisition (Draper) Part 2 (±76,985 SF x \$3.00/SF x 0%)*					\$0
Total Land Value of Permanent ROW Acquisitions (Parts 1 and 2)					\$173,013
Value of Land and Site Improvements in Part to be Acquired					\$183,010

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

Valuation of the Remainder Before the Acquisition

The value of the remainder before the acquisition is a mathematical calculation whereby the value of the part to be acquired is subtracted from the value of the whole property. The difference between these figures is the indication of the value of the remainder immediately before the acquisition, and this number forms the foundation upon which the determination of damages or enhancements to the remainder can be determined. The value of the subject prior to the acquisition was estimated to be \$7,523,662. The value of the remainder before the acquisition is therefore calculated to be \$7,340,652 (\$7,523,662 - \$183,010).

Description of the Remainder After the Acquisition

Comparisons Before and After the Acquisition		
Site	Whole Property	Remainder
Size:	±60.200 acres (SEU) ±2,622,312 SF ±57.497 acres (SEU, unencumbered) (±2,495,930 SF) Existing Permanent ROW Easement (Karhan Park): ±0.936 acres (±40,772 SF) Existing Permanent ROW Easement (Draper): ±1.767 acres (±76,985 SF)	±60.200 acres (SEU) ±2,622,312 SF ±56.173 acres (SEU, unencumbered) ±2,446,884 SF North Remainder (Unencumbered): ±16.500 acres (±718,740 SF) South Remainder (Unencumbered): ±39.673 acres (±1,728,144 SF)
Acquisition:		Part 1: New Permanent ROW Easement- ±0.152 acres (±6,617 SF) Part 2: New Permanent ROW Easement- ±1.172 acres (±51,054 SF) Existing Permanent ROW Easement- ±1.767 acres (±76,985 SF) Total: New Permanent ROW Easement- ±1.324 acres (±57,671 SF) Existing Permanent ROW Easement- ±1.767 acres (±76,985 SF) Total Permanent ROW Easement- ±3.091 acres ((±134,656 SF) ±134,656 SF (±5% of the SEU)

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

Highest and Best Use As if Vacant:	Mixed use.	North Remainder: Mixed use. South Remainder: Mixed use.
Highest and Best Use As Improved:	Continued use as educational campus/facility.	North Remainder: N/A South Remainder: Continued use as educational campus/facility.
Utilities:	Water and electric, on-site septic system.	North Remainder: Water and electric, septic required. South Remainder: Water and electric, on-site septic system.
Shape:	Irregular.	North Remainder: Irregular. South Remainder: Irregular.
Floodplain:	0%	0%
Frontage: Golden Eagle Lane: Mighty Tiger Trail (SEU): Roger Hanks Parkway:	±465 LF ±30 LF N/A	North Remainder: N/A N/A ±1,282 feet South Remainder: ±465 feet ±30 feet ±1,303 feet
Access:	Golden Eagle Lane Mighty Tiger Trail (SEU)	North Remainder: Roger Hanks Parkway South Remainder: Golden Eagle Lane, Mighty Tiger Trail (SEU), Roger Hanks Parkway
Access Denial:		Access denial will not be implemented along the new right of way.
Improvements		
Distance from R/W:	Football field (not impacted): ± 280 LF to Golden Eagle Lane ± 585 LF to Mighty Tiger Trl Track (not impacted): ± 805 LF to Golden Eagle Lane ± 220 LF to Mighty Tiger Trl Softball field (not impacted): ± 1260 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl Baseball field (not impacted): ± 1530 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl Field House (not impacted): ± 840 LF to Golden Eagle Lane	Football field (not impacted): ± 280 LF to Golden Eagle Lane ± 585 LF to Mighty Tiger Trl ± 270 LF to Roger Hanks Pkwy Track (not impacted): ± 805 LF to Golden Eagle Lane ± 220 LF to Mighty Tiger Trl ± 125 LF to Roger Hanks Pkwy Softball field (not impacted): ± 1260 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl ± 455 LF to Roger Hanks Pkwy Baseball field (not impacted): ± 1530 LF to Golden Eagle Lane ± 240 LF to Mighty Tiger Trl ± 220 LF to Roger Hanks Pkwy

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

	<p>± 255 LF to Mighty Tiger Trl Maintenance building (not impacted): ± 995 LF to Golden Eagle Lane ± 800 LF to Mighty Tiger Trl Agriculture building (not impacted): ± 1195 LF to Golden Eagle Lane ± 765 LF to Mighty Tiger Trl Modular Buildings: ± 1570 LF to Golden Eagle Lane ± 890 LF to Mighty Tiger Trl High School Complex (parent tract, not impacted): ± 1500 LF to Golden Eagle Lane ± 586 LF to Mighty Tiger Trl</p>	<p>Field House (not impacted): ± 840 LF to Golden Eagle Lane ± 255 LF to Mighty Tiger Trl ± 710 LF to Roger Hanks Pkwy Maintenance building (not impacted): ± 995 LF to Golden Eagle Lane ± 800 LF to Mighty Tiger Trl ± 90 LF to Roger Hanks Pkwy Agricultural building (not impacted): ± 1195 LF to Golden Eagle Lane ± 765 LF to Mighty Tiger Trl ± 140 LF to Roger Hanks Pkwy Modular Buildings (not impacted): N/A (within proposed Roger Hanks Parkway ROW) High School Complex (parent tract, not impacted): ± 1500 LF to Golden Eagle Lane ± 586 LF to Mighty Tiger Trl ± 1500 LF to Roger Hanks Pkwy</p>
--	---	---

According to the provided plans from the client, access denial will not be implemented along the new right of way. Based on the established case law of the State of Texas, a material impairment of access has not been found.

The main improvement on the SEU is the Dripping Springs High School athletic complex with football field, field house, tennis center, track, baseball field, softball field, agricultural center, maintenance building and attendant site improvements located ±90 LF to ±710 LF from the proposed ROW. The main improvement on the parent tract is the Dripping Springs High School Complex, located ±1,500 LF from the proposed ROW. The main improvements are not impacted and have not been included herein.

The proposed easement acquisition Part 1 is located along the west line of the SEU and clips the northwest corner of the parking lot associated with the football field. Additionally, ±1,500 SF of concrete paving utilized for drainage, a landscaping tree and ±120 LF of chain link fencing are located within the proposed easement acquisition Part 1. Compensation will be included to cure items requiring reconstruction on the remainder. The chain link fencing and landscaping tree will be considered in the Special Compensation/Cost to Cure.

The proposed acquisition, along with the previously dedicated ROW, will be utilized for expansion and construction of Roger Hanks Parkway and will bisect the subject resulting in two unencumbered remainders. The north unencumbered remainder will be ±16.500 acres (±718,740 SF) and the south unencumbered remainder will be ±39.673 acres (±1,728,144 SF). Both subject remainders will be of adequate size and shape for development to their highest and best use after the acquisition. This size and shape is considered to be within acceptable comparisons to the development in the area. Based on the addition of significant Roger Hanks Parkway frontage to both remainders and hard corner access on the south remainder, both remainders are considered enhanced.

A cost to cure is included to cure any site improvements impacted by the acquisition. Per client provided schematic, proposed ROW acquisition Part 1 clips the northwest corner of the

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

parking lot associated with the football field, impacting four parking spaces. According to client provided documents, the City of Dripping Springs will demo and redo any disturbance in the area of the impacted parking spaces. Additionally, per client, a potential cure for the four impacted parking spaces will be handled in a separate analysis outside of this appraisal. As such, a cost to cure for the impacted parking lot area has not been included. Potential relocation of four modular buildings located near the east boundary of the SEU, near and within the proposed acquisition, will also be handled outside the scope of this appraisal.

Highest & Best Use of the Remainder After the Acquisition

In arriving at an opinion of highest and best use, factors that affect the property are generally considered as to their effect on the highest and best use of the site, as vacant.

The physical characteristics of the Remainder After impose no significant limitations on its development potential than as before. Considering all of the factors which influence highest and best use, it is our opinion that the highest & best use of the subject site, as vacant, is mixed use.

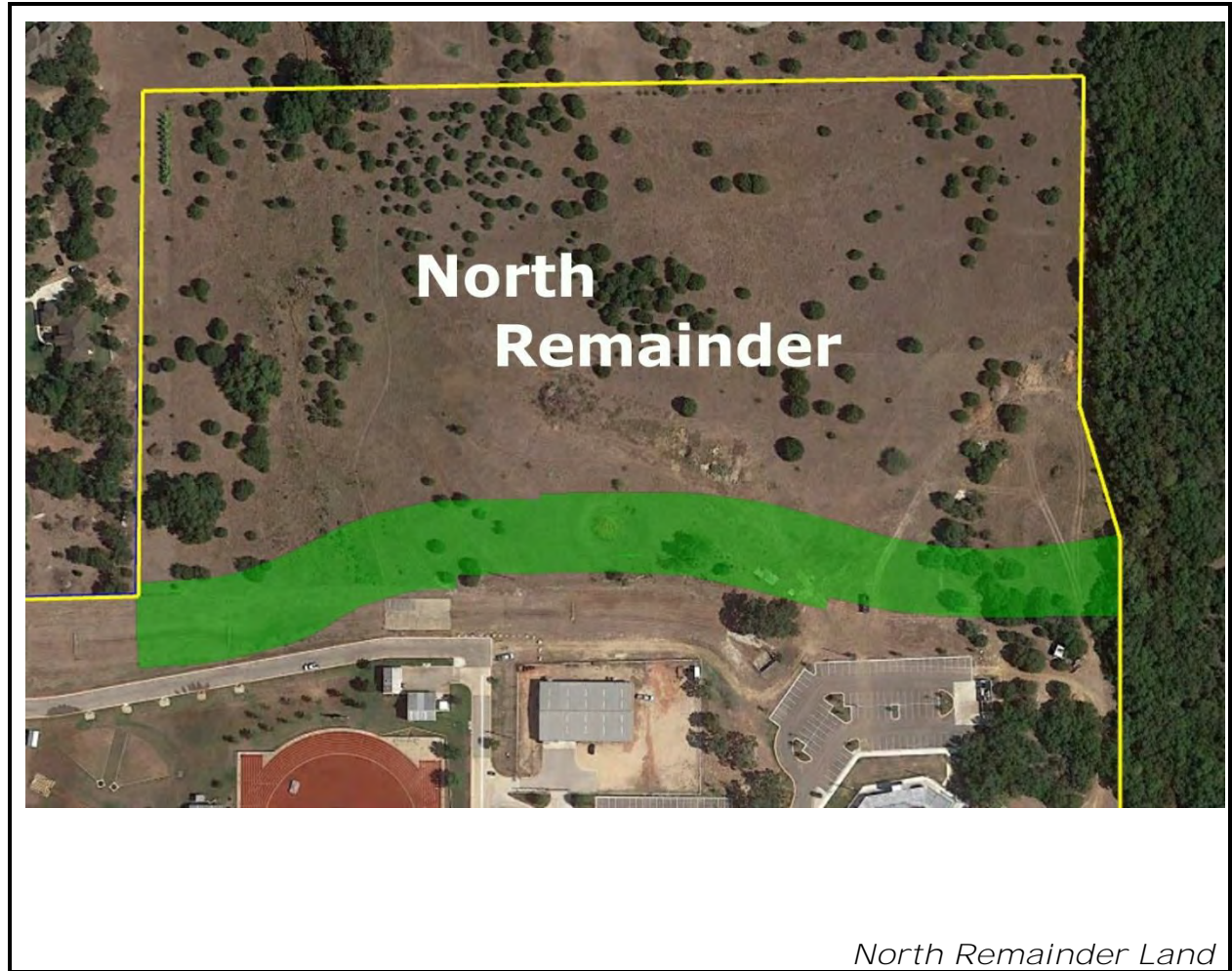
Highest and Best Use Conclusion of Remainder After, As Improved

As previously noted, the subject is effectively vacant land with minimal site improvements. The remainder is improved with the Dripping Springs High School athletic complex and associated buildings on the SEU. The main improvements are not impacted and have not been valued herein. As such, the highest and best use, as improved is continued use as educational campus/facility.

Valuation of the Remainder After the Acquisition

The same sales utilized to value the Whole Property have been utilized to value the Remainder After. Please refer to the Sales Comparison Approach for the whole property for additional information regarding each comparable and the adjustments applied. Similar adjustments were utilized. The following charts illustrate the estimated value of the remainder after.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER



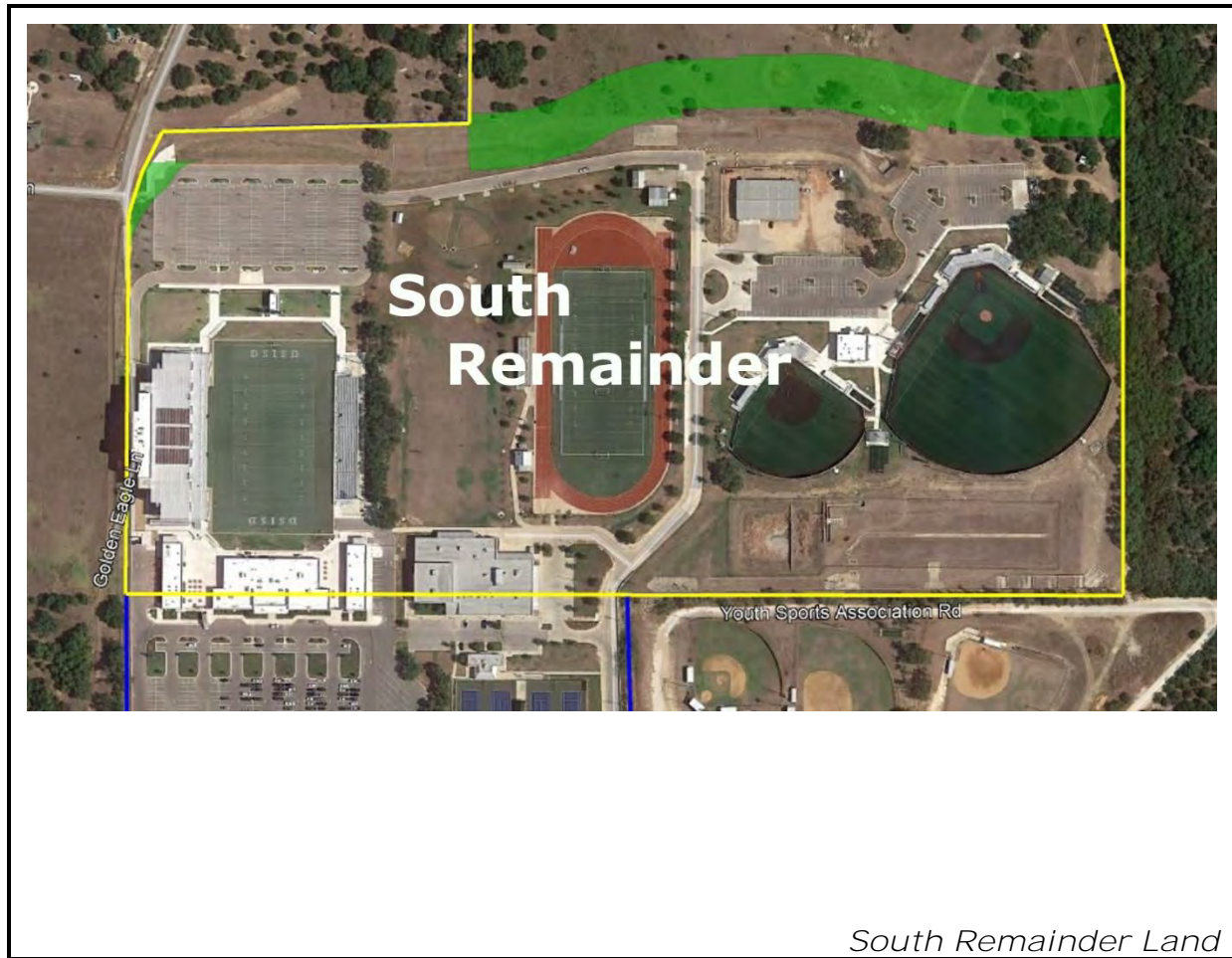
Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW easement acquisition (estimated by appraiser)

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

VALUATION GRID - North Remainder		Representative Comparable Sales				
Subject		Comp No 1	Comp No 2	Comp No 3	Comp No 4	Comp No 5
Grantor		Hays County Completion LLC	Huey	Cypress Fork Ranch, LP	Dripping Springs Outfitters LLC	Cannon Family Ranch Partnership, Ltd.
Grantee		Not disclosed	2W Austin Development, LLC	Eagle River, LLC	DD Magee Holdings LLC	Oryx Cannon 58, LLC
Date of Sale	7/2/2021 Effective date	Pending	5/20/2021	10/5/2020	5/27/2021	6/15/2020
Relative Location	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	NL of Fitzhugh Rd, E of Crumley Ranch Rd (0 Fitzhugh Rd), Hays County, TX	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX
Size (acres)	16.500	31.1900	42.1200	23.5000	4.3900	57.0000
Unit Price	\$/SF	\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Property Rights		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Financing		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Conditions of Sale		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Market Conditions/Time		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Location Adjustment		-10%	0%	+20%	-10%	0%
Physical Adjustment						
Size adjustment	718,740 SF	+10%	+15%	+5%	-10%	+20%
Flood/Topo adjustment		0%	0%	0%	0%	0%
Zoning adjustment		0%	0%	0%	0%	0%
Utilities Adjustment		-5%	0%	0%	-5%	0%
Corner Adjustment		-10%	0%	0%	0%	0%
Other Adjustment		0%	0%	+5%	+5%	0%
Net Location & Physical Characteristics Adjustment		-15%	+15%	+30%	-20%	+20%
	Indicated Unit Value	\$3.13	\$3.58	\$2.05	\$4.18	\$1.48
Estimated Unit Value						\$4.00
Remainder After Value						\$2,874,960

Please refer to the Sale Comparison Approach (Whole Property Land Value) section for discussion of adjustments. Similar adjustments have been utilized, except size and other adjustment of the remainder.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER



Blue: Subject property boundary (estimated by appraiser)
Yellow: Separate economic unit (estimated by appraiser)
Green: Permanent ROW acquisition (estimated by appraiser)

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

VALUATION GRID - South Remainder

Representative Comparable Sales

Subject		Comp No 1	Comp No 2	Comp No 3	Comp No 4	Comp No 5
Grantor		Hays County Completion LLC	Huey	Cypress Fork Ranch, LP	Dripping Springs Outfitters LLC	Cannon Family Ranch Partnership, Ltd.
Grantee		Not disclosed	2W Austin Development, LLC	Eagle River, LLC	DD Magee Holdings LLC	Oryx Cannon 58, LLC
Date of Sale	7/2/2021 Effective date	Pending	5/20/2021	10/5/2020	5/27/2021	6/15/2020
Relative Location	NL of Hwy 290 and the EL of Golden Eagle Ln (940 US 290W), Dripping Springs, Hays County, TX	NWC of US Hwy 290 and Roger Hanks Pkwy and the EL of Roger Hanks Pkwy, S of US Hwy 290 (195 Roger Hanks Pkwy), Dripping Springs, Hays County, TX	NL of Fitzhugh Rd, E of Crumley Ranch Rd (O Fitzhugh Rd), Hays County, TX	WL of Roger Hanks Pkwy/Creek Rd, S of Hwy 290 (1300 Creek Rd), Hays County, TX	WL of Old Fitzhugh Rd, S of Ranch Rd 12 (731 Old Fitzhugh Rd), Dripping Springs, TX	NEC of US Hwy 290 and Cannon Ranch Rd, Hays County, TX
Size (acres)	39.673	31.1900	42.1200	23.5000	4.3900	57.0000
Unit Price	\$/SF	\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Property Rights		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Financing		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Conditions of Sale		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Market Conditions/Time		0%	0%	0%	0%	0%
Adjusted \$SF		\$3.68	\$3.11	\$1.58	\$5.23	\$1.23
Location Adjustment		-10%	0%	+20%	-10%	0%
Physical Adjustment						
Size adjustment	1,728,144 SF	0%	0%	-5%	-20%	+5%
Flood/Topo adjustment		0%	0%	0%	0%	0%
Zoning adjustment		0%	0%	0%	0%	0%
Utilities Adjustment		-5%	0%	0%	-5%	0%
Corner Adjustment		0%	+10%	+10%	+10%	0%
Other Adjustment		0%	0%	+5%	+5%	0%
Net Location & Physical Characteristics Adjustment		-15%	+10%	+30%	-20%	+5%
	Indicated Unit Value	\$3.13	\$3.42	\$2.05	\$4.18	\$1.29
Estimated Unit Value						\$3.50
Remainder After Value						\$6,048,504

Please refer to the Sale Comparison Approach (Whole Property Land Value) section for discussion of adjustments. Similar adjustments have been utilized, except size, corner and other adjustment of the remainder.

PART TO BE ACQUIRED, REMAINDER BEFORE AND REMAINDER AFTER

Damages or Enhancements to the Remainder

The final step in the process is to measure if the property has been damaged or enhanced due to the proposed acquisition. The measure of these items is also mathematical, whereby the value estimate of the remainder after the acquisition is subtracted from the value of the remainder before the acquisition, with the net result being either damages or enhancements. In Texas, any damages are added to the recommended compensation estimate as an additional compensable amount. Enhancements can only be netted against damages and not against the part to be acquired. The following calculations indicate that the property has been enhanced by the proposed acquisition.

DAMAGES/ENHANCEMENTS	
Value of the Remainder Before the Acquisition	\$7,340,652
Value of the Remainder After the Acquisition	\$8,923,464
Net Damages/Enhancements	(\$1,582,812)

*TEMPORARY EASEMENTS AND
SPECIAL COMPENSATION/COST TO CURE*

TEMPORARY EASEMENTS AND SPECIAL COMPENSATION/COST TO CURE

Temporary Easements

Temporary easements are not included.

Special Compensation/Cost to Cure

A cost to cure is included to cure any site improvements impacted by the acquisition. Per client provided schematic, proposed ROW acquisition Part 1 clips the northwest corner of the parking lot associated with the football field, impacting four parking spaces. According to client provided documents, the City of Dripping Springs will demo and redo any disturbance in the area of the impacted parking spaces. Additionally, per client, a potential cure for the four impacted parking spaces will be handled in a separate analysis outside of this appraisal. As such, a cost to cure for the impacted parking lot area has not been included. Potential relocation of four modular buildings located near the east boundary of the SEU, near and within the proposed acquisition, will also be handled outside the scope of this appraisal.

Type of Improvement	MSV Section/Page	Base Range	Current Cost Multiplier	Local Cost	Soft Costs	Entrepreneurial Incentive	Adjusted range	Estimate
Chain link fence (LF)	Section 66	\$17.48	1.08	0.84	1.10	1.15	\$20.06	\$23.00/LF
	Page 4	\$23.03					\$26.43	
Landscaping trees, small (ea.)	Section 66	\$203.00	1.08	0.84	1.10	1.15	\$232.96	\$350/ea.
	Page 8	\$392.00					\$449.86	

Cost To Cure						
Improvement	Size	\$ per unit	Cost New	Included in Part to be Acquired	Damages	Difference
Chain link fence (LF)	120	\$23.00	\$2,760	\$0	\$0	\$2,760
Landscaping tree (ea.)	1	\$350.00	\$350	\$0	\$0	\$350
Difference (Cost to Cure)						\$3,110

RECONCILIATIONS & QUALIFICATIONS

RECONCILIATION & QUALIFICATIONS

In the valuation analysis of the subject property, the Cost, Sales Comparison and Income Capitalization Approaches to value were considered. Please refer to the Scope of Work and the Appraisal Process for discussions regarding the valuation approaches.

In addition, an estimate of the recommended compensation for a permanent ROW easement has been provided.

The following Table summarizes the values estimated in this appraisal as well as the total recommended compensation estimate:

RECOMMENDED COMPENSATION SUMMARY		
Existing Permanent ROW Easement (Karhan Park) (± 0.936 acres ($\pm 40,772$ SF))	\$0	
Existing Permanent ROW Easement (Draper) (± 1.767 acres ($\pm 76,985$ SF))	\$0	
Unencumbered Land (± 57.497 acres ($\pm 2,504,555$ SF))	\$7,523,662	
Total Whole Property Value – Separate Economic Unit (Land only and impacted site improvements - if any)	\$7,523,662	
New Permanent ROW Easement Acquisition – Part 1 (± 0.152 acres ($\pm 6,617$ SF))		\$29,848
New Permanent ROW Easement Acquisition – Part 2 (± 2.939 acres ($\pm 128,039$ SF))		\$153,162
Existing Permanent ROW Easement Acquisition (Draper) – Part 2 (± 1.767 acres ($\pm 76,985$ SF))*		\$0
Total Permanent ROW Easement Acquisition		\$183,010
Remainder Before the Acquisition	\$7,340,652	
Remainder After the Acquisition	\$8,923,464	
Damages/(Enhancements)		(\$1,582,812)
Special Compensation/Cost to Cure		\$3,110
Total Recommended Compensation		\$186,120

*This portion of permanent ROW acquisition Part 2 was previously conveyed through Interlocal Agreement (dated November 2009), please refer to Scope of Work section.

Please note: These value conclusions are specifically limited by the *Assumptions and Limiting Conditions*, with emphasis on the *Extraordinary Assumptions*.

ASSUMPTIONS & LIMITING CONDITIONS

This appraisal report is subject to underlying assumptions and limiting conditions qualifying the information contained in the report as follows:

The valuation estimate applies only to the property specifically identified and described in the ensuing report.

Information and data contained in the report, although obtained from public record and other reliable sources and, where possible, carefully checked, is accepted as satisfactory evidence upon which rests the final expression of property value.

No legal survey has been commissioned by the appraisers; therefore, reference to a sketch, plat, diagram, or survey appearing in the report is only for the purpose of assisting the reader to visualize the property.

It is assumed that all information known to the client and relative to the valuation has been accurately furnished and that there are no undisclosed leases, agreements, liens, or other encumbrances affecting the use of the property.

Ownership and management are assumed to be competent and in responsible hands.

No responsibility beyond reason is assumed for matters of a legal nature, whether existing or pending.

Information identified as being furnished or prepared by others is believed to be reliable, but no responsibility for its accuracy is assumed.

Any appraiser, by reason of this appraisal, shall not be required to give testimony as an Expert Witness in any legal hearing or before any court of law unless justly and fairly compensated for such services.

By reason of the purpose of this appraisal and function of the report herein set forth, the value reported is only applicable to the property rights appraised and the appraisal report should not be used for any other purpose.

Information regarding toxic wastes or hazardous materials which might affect the subject property, has not been proved; thus, the existence of toxic waste which may or may not be present in the property, has not been considered. Soil or drainage tests have not been performed, nor have soil or drainage test results been provided. Therefore, it is assumed that there are no subsoil or drainage conditions which would adversely affect the subject or their final valuation. This report assumes no soil contamination exists within or on the subject site. The valuation is subject to modification if any such potentially hazardous materials were detected by a qualified expert in these areas. The appraisers reserve the right to modify this valuation if so warranted.

One (or more) of the signatories of this appraisal report is a member (or candidate) of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by such member or candidate. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report.

ASSUMPTIONS & LIMITING CONDITIONS

No endangered species and endangered species natural habitats were evident upon site inspection. This report assumes that the subject is not encumbered by any environmental factors which would affect value. Typically, real estate appraisers are not qualified nor are they experts in detecting hazardous materials, radiological materials, archeological resources, etc., therefore, an expert in these fields should be consulted for opinions on these matters.

This appraisal report is based on the condition of local and national economies, purchasing power of money, and finance rates prevailing at the effective date of value.

EXTRAORDINARY ASSUMPTIONS

There are no extraordinary assumptions.

QUALIFICATIONS OF LORY R. JOHNSON, MAI, SR/WA

ASSOCIATIONS/STATE CERTIFICATIONS

Texas Certified General Real Estate Appraiser #TX-1321640-G
 MAI Designation- Appraisal Institute, #81057
 Appraisal Institute – Austin - President 2002, Director/Officer 1999-2006
 Appraisal Institute – Austin - Chair of the Education Committee
 Appraisal Institute - Reg VIII Rep/Nom Committee, Reg Ethics & Counseling Panel
 Appraisal Institute - General Demonstration Reports Subcommittee
 Appraisal Institute – Candidate Advisor for Designation 2019-2021
 International Right of Way Association (IRWA) SR/WA Member
 IRWA – Austin – President 2010, Director/Officer 2006-2011
 IRWA – Austin – Newsletter Chair/Valuation Chair
 IRWA – Austin – Professional of the Year 2006
 IRWA – Austin – Atrium Real Estate Services – Employer of the Year 2010
 Austin Board of Realtors Designated Member
 Texas Real Estate Broker's License #354928
 Texas Department of Transportation Pre-Certified Appraiser
 Texas Department of Transportation PREAS Appraiser

EDUCATION

Texas A&M University, 1986 - Bachelor of Science Degree
 Agricultural Economics with an emphasis in Finance and Real Estate

Appraisal Institute professional courses as well as a variety of real estate appraisal related and project management continuing education courses and seminars. Graduate courses in Masters of Business Administration, St. Edwards University.

PROFESSIONAL BACKGROUND

October 1991 to present: President/CEO of Atrium Real Estate Services, a full service commercial and residential real estate appraisal and consulting company.

Nov 1986 to August 1991: Appraiser w/commercial appraisal firms in Austin area.

Atrium Real Estate Services (a woman owned company) was founded in 1991 by Lory R. Johnson, MAI, SR/WA. Our 30th year is 2021! Atrium features a team of 15 appraisers/trainees and administrative staff to deliver complex transportation and utility infrastructure appraisals and reviews on multi-parcel projects.

Appraisal background includes consulting, analysis/valuation and expert testimony of various properties for eminent domain purposes including single and multi-parcel right of way transportation expansion and multi-parcel easement acquisition projects (conservation, temporary construction, ingress/egress, utility, subsurface, drainage, inundation, etc.). Background also includes valuing special purpose and properties associated with federal flood buy-out programs on multi-parcel projects.

Lory R. Johnson, MAI, SR/WA testifies in condemnation proceedings and is qualified as a real estate expert in the State of Texas.

In 2020, Atrium diversified into a complete right of way acquisition company including project management of large scale transportation projects

ADDENDA

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 0.152 ACRES

BEING A 0.152 ACRE (6,617 SQ. FT.) RIGHT-OF-WAY DEDICATION SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2009-90029783 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2" IRON ROD FOUND AT AN ANGLE CORNER IN THE EASTERLY RIGHT-OF-WAY LINE OF GOLDEN EAGLE LANE (VARIABLE RIGHT-OF-WAY WIDTH), IN THE SOUTH BOUNDARY LINE OF LOT 27, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; AND AT THE NORTHWEST CORNER OF SAID 14.67 ACRE TRACT;

THENCE, SOUTH 27°06'35" WEST, A DISTANCE OF 68.82 FEET TO THE **POINT OF BEGINNING**, FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE, DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND OVER SAID 14.67 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 87°47'41" WEST, A DISTANCE OF 117.146 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 57°39'46", A RADIUS OF 80.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 58°57'46" EAST 77.16 FEET, A TOTAL ARC LENGTH OF 80.51 FEET TO A POINT OF REVERSE CURVATURE, FOR AN ANGLE CORNER OF THIS DEDICATION;
3. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 21°30'45", A RADIUS OF 63.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40°53'23" EAST, 23.52 FEET, A TOTAL ARC LENGTH OF 23.66 FEET TO A POINT OF REVERSE CURVATURE, FOR AN ANGLE CORNER OF THIS DEDICATION;
4. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 39°39'59" A RADIUS OF 194.00 FEET A CHORD BEARING AND DISTANCE OF NORTH 31°48'49" EAST, 131.64 FEET, A TOTAL ARC LENGTH OF 134.31 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS DEDICATION;
5. NORTH 01°25'57" WEST, A DISTANCE OF 64.72 FEET TO A POINT OF CURVATURE IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND THE WEST BOUNDARY LINE OF SAID 14.67 ACRE TRACT, FOR AN ANGLE CORNER OF THIS DEDICATION; WHENCE A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST END OF A CUTBACK CURVE THE THE RIGHT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SHANE LANE (CALLED 60' WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND AT THE NORTHEAST CORNER OF LOT 1, BLOCK D OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; BEARS SOUTH 49°01'41" WEST, A DISTANCE OF 32.46 FEET;

THENCE, ALONG A CURVE TO THE RIGHT FOLLOWING THE COMMON BOUNDARY LINE OF SAID 14.67 ACRE TRACT AND SAID GOLDEN EAGLE LANE, HAVING AN INTERIOR ANGLE OF 09°26'41", A CHORD BEARING AND DISTANCE OF NORTH 19°19'47" EAST, 106.19 FEET, A TOTAL ARC LENGTH OF 106.31 TO THE **POINT OF BEGINNING** CONTAINING 0.152 ACRES, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM

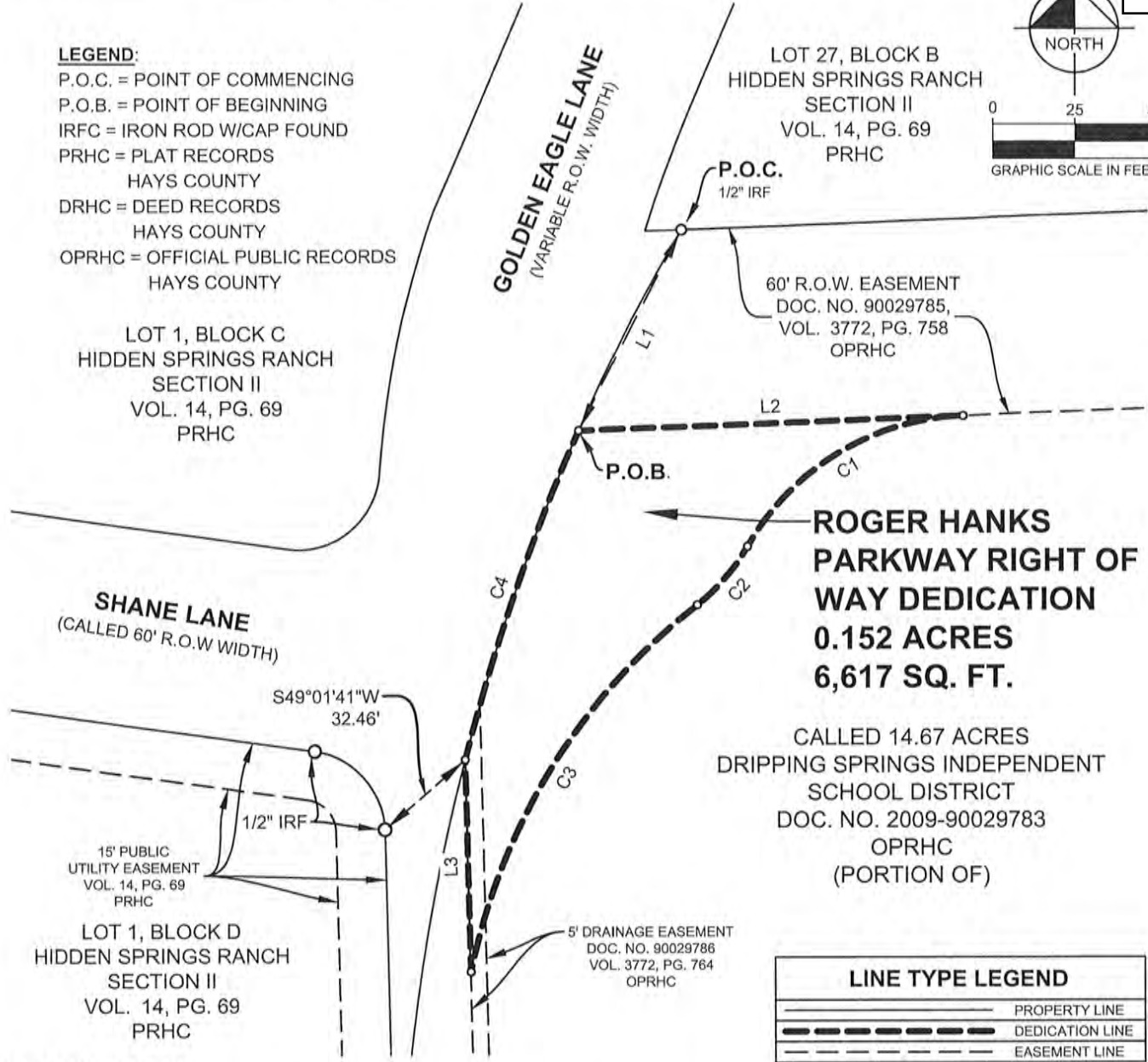
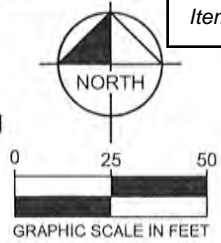


EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES
PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn					
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759			FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	1 OF 2

LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/ CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY



LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE

LOT 27, BLOCK B
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

P.O.C.
1/2" IRF

60' R.O.W. EASEMENT
DOC. NO. 90029785,
VOL. 3772, PG. 758
OPRHC

P.O.B.

**ROGER HANKS
PARKWAY RIGHT OF
WAY DEDICATION
0.152 ACRES
6,617 SQ. FT.**

CALLLED 14.67 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2009-90029783
OPRHC
(PORTION OF)

LOT 1, BLOCK C
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

SHANE LANE
(CALLED 60' R.O.W WIDTH)

LOT 1, BLOCK D
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

S49°01'41"W
32.46'

15' PUBLIC
UTILITY EASEMENT
VOL. 14, PG. 69
PRHC

5' DRAINAGE EASEMENT
DOC. NO. 90029786
VOL. 3772, PG. 764
OPRHC

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	PTF	ZKP	4/26/2021	067783118	2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	S27°06'35"W	68.82'
L2	S87°47'41"W	117.46'
L3	S01°25'57"E	64.72'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	57°39'46"	80.00'	80.51'	N58°57'46"E	77.16'
C2	21°30'56"	63.00'	23.66'	N40°53'23"E	23.52'
C3	39°39'59"	194.00'	134.31'	N31°48'49"E	131.64'
C4	9°26'41"	644.92'	106.31'	S19°19'47"W	106.19'

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT OF EVEN SURVEY DATE WAS CREATED IN CONJUNCTION WITH THIS LINE AND CURVE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	3 OF 3

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 2.939 ACRES

BEING A 2.939 ACRE (128,039 SQ. FT.) RIGHT-OF-WAY DEDICATION SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 45.53 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 6018836 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A POINT IN THE WEST BOUNDARY LINE OF A TRACT 2, CALLED 50.206 ACRES, DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, L.P., AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2014-14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND IN THE EAST BOUNDARY LINE OF SAID 45.53 ACRE TRACT; FOR THE NORTHEAST CORNER OF THIS DEDICATION; WHENCE A 1/2" IRON ROD FOUND FOR REFERENCE BEARS NORTH 09°31'11" WEST, A DISTANCE OF 122.84 FEET;

THENCE, SOUTH 09°31'11" EAST, ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID TRACT 2, A DISTANCE OF 32.03 FEET TO 1/2" IRON ROD FOUND AT AN ANGLE CORNER OF SAID TRACT 2, FOR AN ANGLE CORNER OF SAID 45.53 ACRE TRACT AND AN ANGLE CORNER OF THIS DEDICATION;

THENCE, SOUTH 01°10'11" EAST CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID TRACT 2, A DISTANCE OF 63.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS DEDICATION;

THENCE, ACROSS SAID 45.53 ACRE TRACT THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. SOUTH 89°48'55" WEST, A DISTANCE OF 175.81 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE RIGHT, WITH AN INTERIOR ANGLE OF 13°30'21", A RADIUS OF 839.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 83°25'54" WEST, 197.31 FEET, A TOTAL ARC LENGTH OF 197.77 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
3. SOUTH 13°19'16" WEST, A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
4. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 3°48'52", A RADIUS OF 853.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°46'18" WEST 56.78 FEET, A TOTAL ARC LENGTH OF 56.79 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
5. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 17°37'07", A RADIUS OF 747.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 81°40'25" WEST, 228.80 FEET, A TOTAL ARC LENGTH OF 229.70 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
6. SOUTH 89°31'02" WEST, A DISTANCE OF 183.61 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
7. SOUTH 00°28'58" EAST, A DISTANCE OF 16.50 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
8. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 29°51'59", A RADIUS OF 305.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°35'02" WEST, 157.45 FEET, A TOTAL ARC LENGTH OF 159.25 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
9. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 28°10'18", A RADIUS OF 444.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73°44'11" WEST 216.36 FEET, A TOTAL ARC LENGTH OF 218.56 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
10. SOUTH 87°49'20" WEST, A DISTANCE OF 51.32 FEET TO A POINT IN THE EAST BOUNDARY LINE OF A CALLED 14.67 ACRE TRACT DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND IN THE WEST BOUNDARY LINE OF SAID 45.53 ACRE TRACT; FOR THE SOUTHWEST CORNER OF THIS DEDICATION;

(M&B DESCRIPTION CONTINUES ON SHEET 2)

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	1 OF 5

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 2.939 ACRES (CONTINUED)

THENCE, NORTH 01°15'27" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID 14.67 ACRE TRACT AND SAID 45.53 ACRE TRACT, AT 90.81 FEET PASSING A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 14.67 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 24, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION, AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; THEN CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID LOT 24, IN ALL A DISTANCE OF 111.51 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE, ACROSS SAID 45.53 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 87°49'20" EAST, A DISTANCE OF 49.53 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE LEFT, WITH A INTERIOR ANGLE OF 28°10'18", A RADIUS OF 333.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 744°11" EAST, 162.09 FEET, A TOTAL ARC LENGTH OF 163.73 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
3. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 29°51'59", A RADIUS OF 417.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°35'02" EAST, 214.92 FEET, A TOTAL ARC LENGTH OF 217.37 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
4. NORTH 89°31'02" EAST, A DISTANCE OF 183.61 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
5. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 17°37'07", A RADIUS OF 842.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 81°40'25" EAST, 257.90 FEET, A TOTAL ARC LENGTH OF 258.92 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
6. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 03°20'52", A RADIUS OF 758.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°32'18" EAST, 44.28 FEET, A TOTAL ARC LENGTH OF 44.29 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
7. NORTH 13°47'16" EAST, A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
8. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 13°58'21", A RADIUS OF 744.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83°11'54" EAST, 180.99 FEET, A TOTAL ARC LENGTH OF 181.44 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
9. NORTH 89°48'55" EAST, A DISTANCE OF 169.52 FEET TO THE **POINT OF BEGINNING** CONTAINING 2.939 ACRES, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

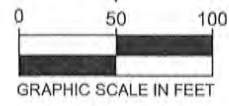
Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	2 OF 5

LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY

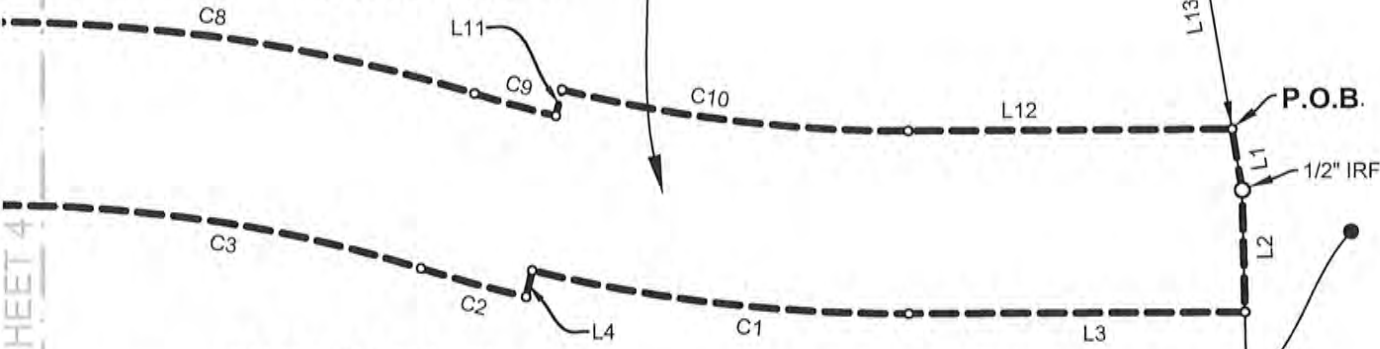


**ROGER HANKS PARKWAY
RIGHT-OF-WAY
DEDICATION
2.939 ACRES
128,039 SQ. FT.**

CALLED 45.53 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 6018836
OPRHC
(PORTION OF)

CALLLED 45.53 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 6018836
OPRHC
(PORTION OF)

TRACT 2
CALLED 50.206 ACRES
SLF IV - DRIPPING SPRINGS JV, L.P.
DOC. NO. 2014-14037229
OPRHC



MATCH SHEET 4

LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



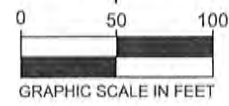
EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/26/2021	067783118	3 OF 5

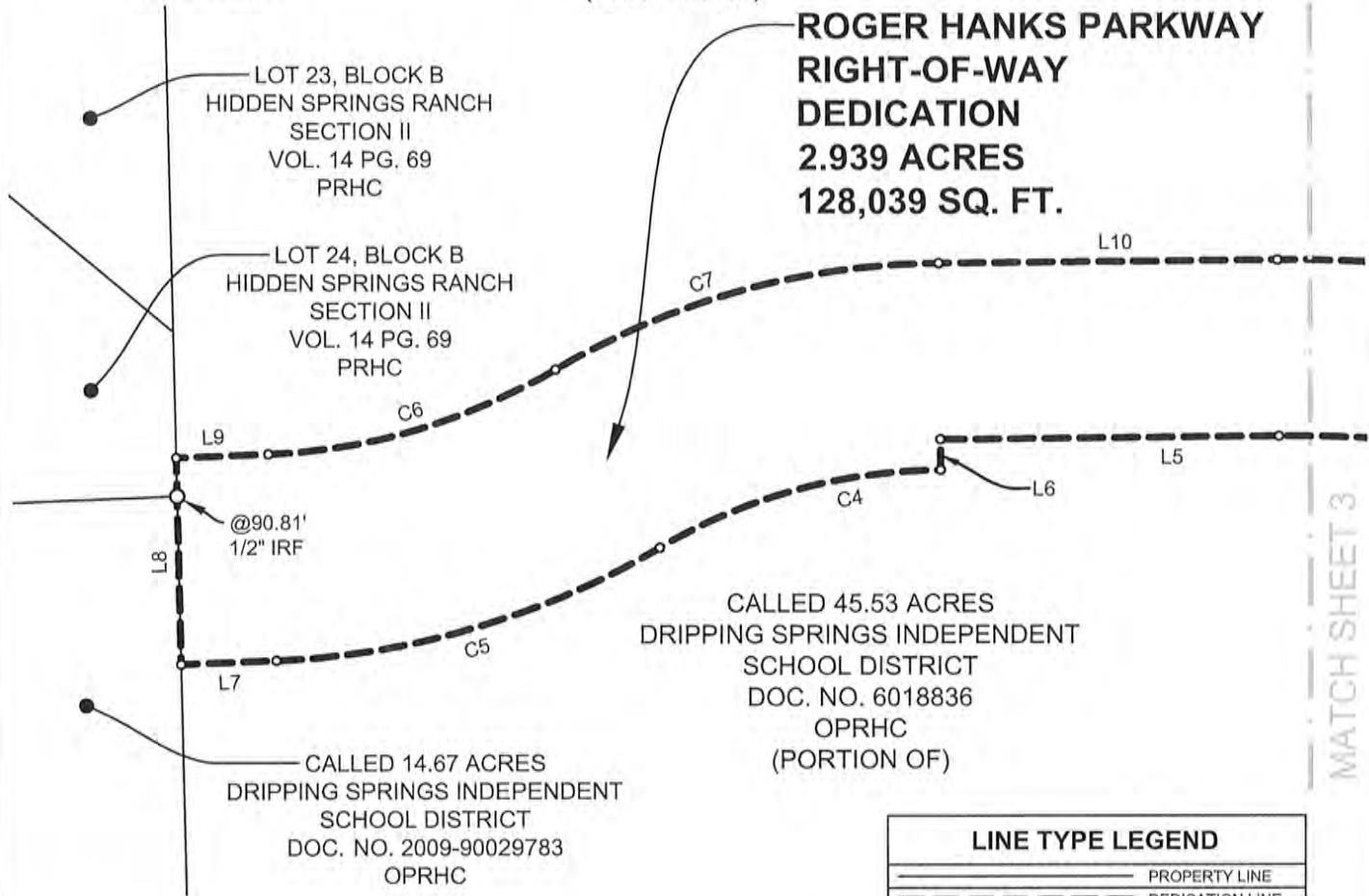


LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/ CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY

CALLED 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC
 (PORTION OF)

**ROGER HANKS PARKWAY
 RIGHT-OF-WAY
 DEDICATION
 2.939 ACRES
 128,039 SQ. FT.**



LOT 23, BLOCK B
 HIDDEN SPRINGS RANCH
 SECTION II
 VOL. 14 PG. 69
 PRHC

LOT 24, BLOCK B
 HIDDEN SPRINGS RANCH
 SECTION II
 VOL. 14 PG. 69
 PRHC

CALLED 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC
 (PORTION OF)

CALLED 14.67 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 2009-90029783
 OPRHC

LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



**EXHIBIT "A"
 RIGHT-OF-WAY DEDICATION
 2.939 ACRES**

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/26/2021	067783118	4 OF 5

LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S09°31'11"E	32.03'	C1	13°30'21"	839.00'	197.77'	N83°25'54"W	197.31'
L2	S01°10'11"E	63.40'	C2	3°48'52"	853.00'	56.79'	N74°46'18"W	56.78'
L3	S89°48'55"W	175.81'	C3	17°37'07"	747.00'	229.70'	N81°40'25"W	228.80'
L4	S13°19'16"W	14.00'	C4	29°51'59"	305.50'	159.25'	S74°35'02"W	157.45'
L5	S89°31'02"W	183.61'	C5	28°10'18"	444.50'	218.56'	S73°44'11"W	216.36'
L6	S00°28'58"E	16.50'	C6	28°10'18"	333.00'	163.73'	N73°44'11"E	162.09'
L7	S87°49'20"W	51.32'	C7	29°51'59"	417.00'	217.37'	N74°35'02"E	214.92'
L8	N01°15'27"W	111.51'	C8	17°37'07"	842.00'	258.92'	S81°40'25"E	257.90'
L9	N87°49'20"E	49.53'	C9	3°20'52"	758.00'	44.29'	S74°32'18"E	44.28'
L10	N89°31'02"E	183.61'	C10	13°58'21"	744.00'	181.44'	S83°11'54"E	180.99'
L11	N13°47'16"E	14.00'						
L12	N89°48'55"E	169.52'						
L13	N09°31'11"W	122.84'						

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT OF EVEN SURVEY DATE WAS CREATED IN CONJUNCTION WITH THIS LINE AND CURVE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn				
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624	Tel. No. (512) 418-1771 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.
N/A	PTF	ZKP	4/26/2021	067783118
				Sheet No. 5 OF 5



June 17, 2021

Dripping Springs ISD
P.O. Box 479
Dripping Springs, TX 78620-0479

RE: Appraisal of a proposed acquisition on the property located at Golden Eagle Lane and Rogers Hanks Pkwy in Dripping Springs, Hays County

Dear Property Owner:

The City of Dripping Springs has retained *ATRIUM REAL ESTATE SERVICES* as an independent appraiser for the above referenced project.

It is our policy to provide the owner or designated representative an opportunity to accompany the appraiser at the time of the inspection. We would like to extend to you or your designated representative the opportunity to accompany us on the inspection and to disclose any information about the property you find pertinent.

If applicable to your property, the following items would be helpful:

- Information regarding previous sale of the subject and/or current listing, contracts pending
- Surveys and/or site plans of the property
- Information regarding the general use of the property
- Information on any improvements on the property and improvements, if any, located in the proposed acquisition
- Any unique or special features about the property that should be considered

Should you have any questions, require further clarification, or wish to provide information and/or accompany us on the property inspection, please feel free to contact Lory R. Johnson, MAI, SR/WA by telephone (512) 453-7407 or by e-mail: ljohnson@atriumrealestate.com at your earliest convenience.

Respectfully submitted,

Atrium Real Estate Services

A handwritten signature in blue ink that reads "Lory R. Johnson".

Lory R. Johnson, MAI, SR/WA
President
Texas Certified Appraiser #TX-1321640-G

Atrium Reference #: GOV-21-33-01.CODS

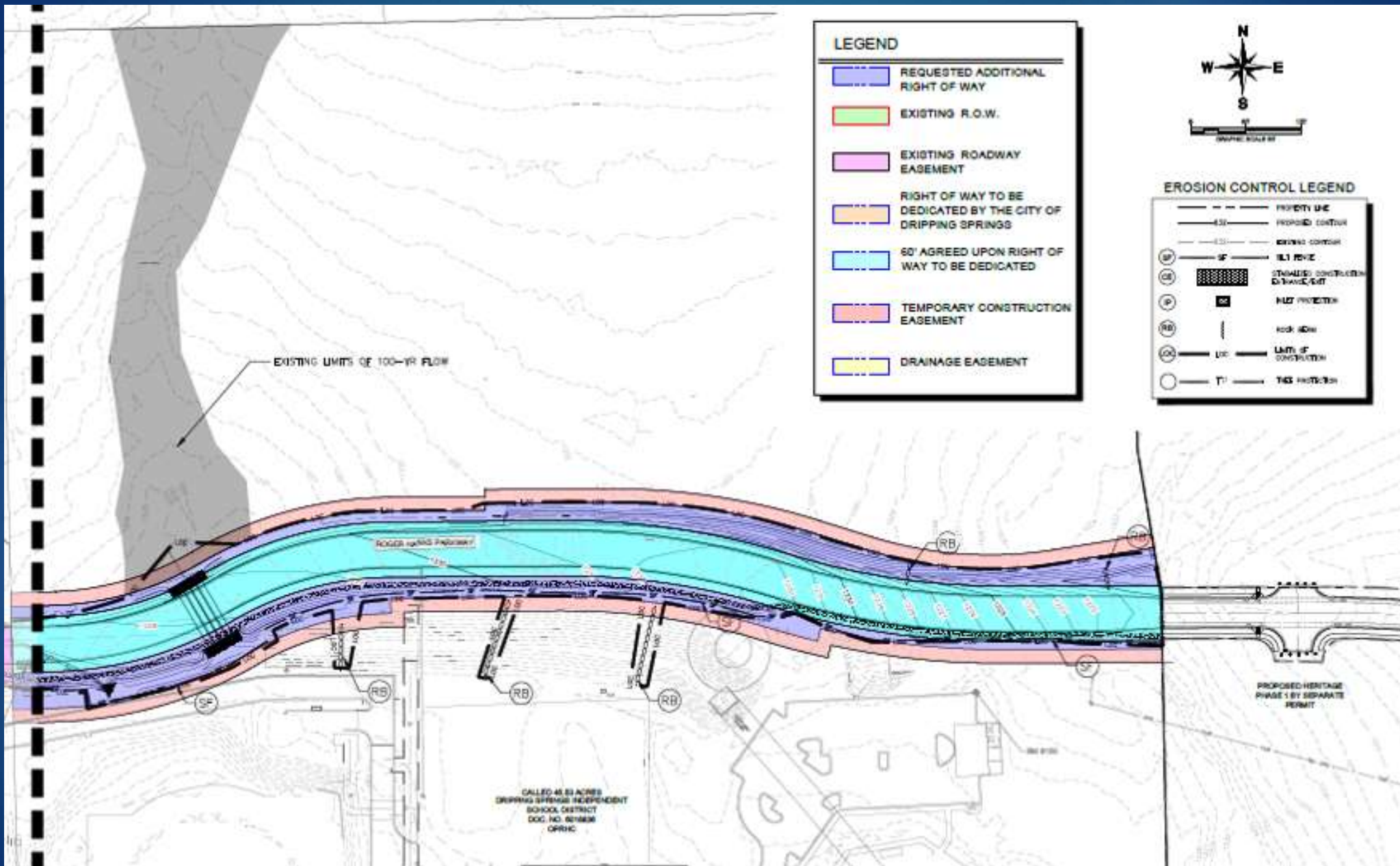
Roger Hanks Parkway Easement

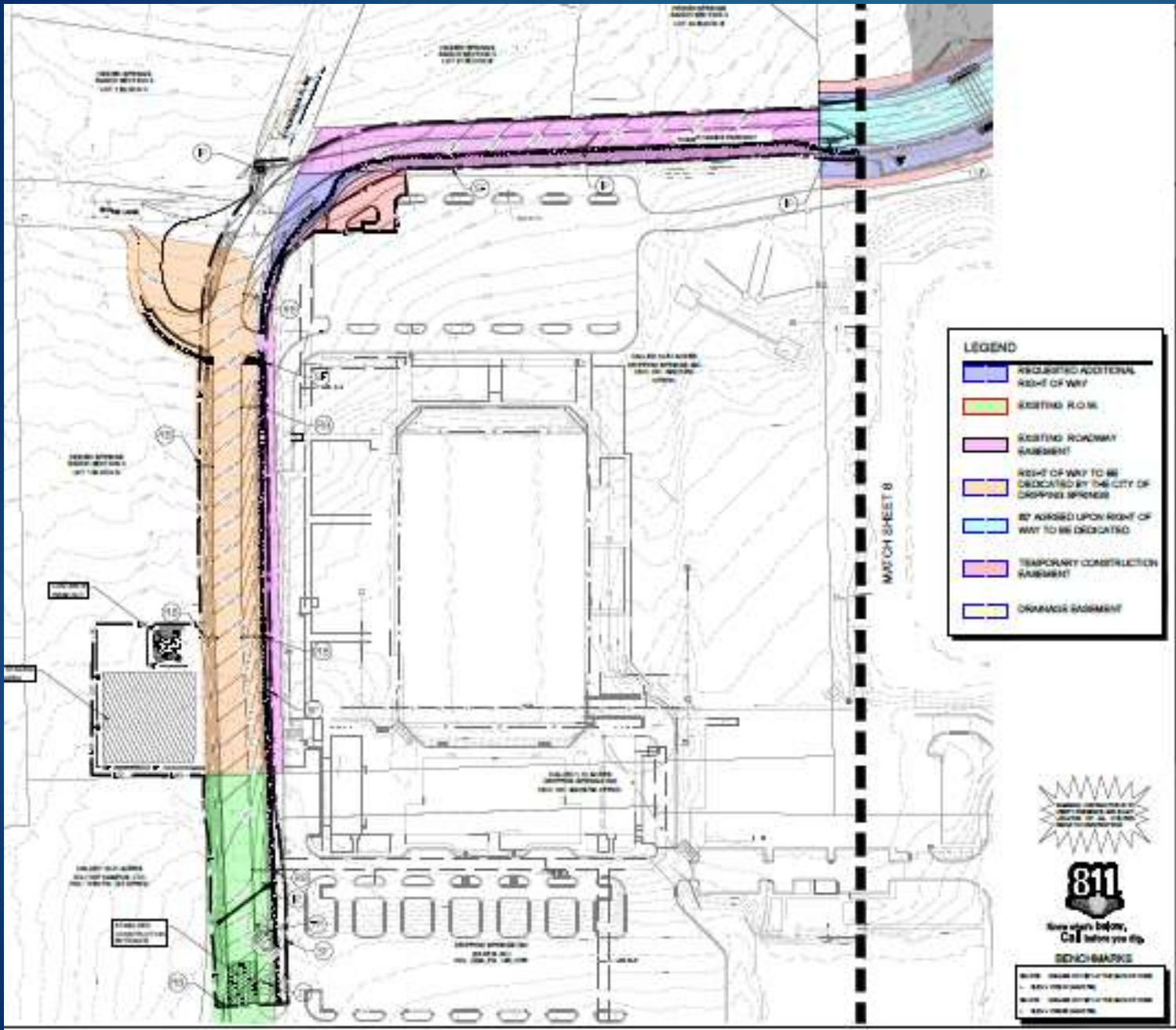
Current Interlocal

3.09 District agrees to grant a sixty foot (60') right-of-way easement over the northern 300' of the Draper tract, as shown in *Exhibit D*. The identification of the location of this easement, and the conveyance of the easement shall take place at a later date agreeable to both parties, which must be prior to the commencement of any construction on the northern 300' of the Draper tract with the exception of any temporary facilities. Any temporary facilities placed on the easement shall be removed prior to conveyance of easement to the City. The location of the easement must allow for the planned future uses of the Northern portion of the Draper tract by the District, and must also meet the City's need for a right-of-way from East to West that would connect with the right-of-way on the North side of the Karhan Park, as shown in *Exhibit E*. The easement must be sufficient so that the road will comply with City road standards. Once the District has determined how it intends to use the Northern 300' portion of the Draper tract, but before construction of such use begins, the District shall provide a survey identifying the precise proposed location for the right-of-way easement to the City Engineer. If the City Engineer determines that the proposed location is sufficient for the City's purposes, he or she shall so notify the District, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City. If the City Engineer determines that the proposed location is not sufficient, the City and the District shall select a neutral engineer to assist with the selection of an appropriate location for the right-of-way, using reasonable development standards to accomplish the purposes outlined in this section. A proposal supported by two (2) out of the three (3) shall be binding, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City.

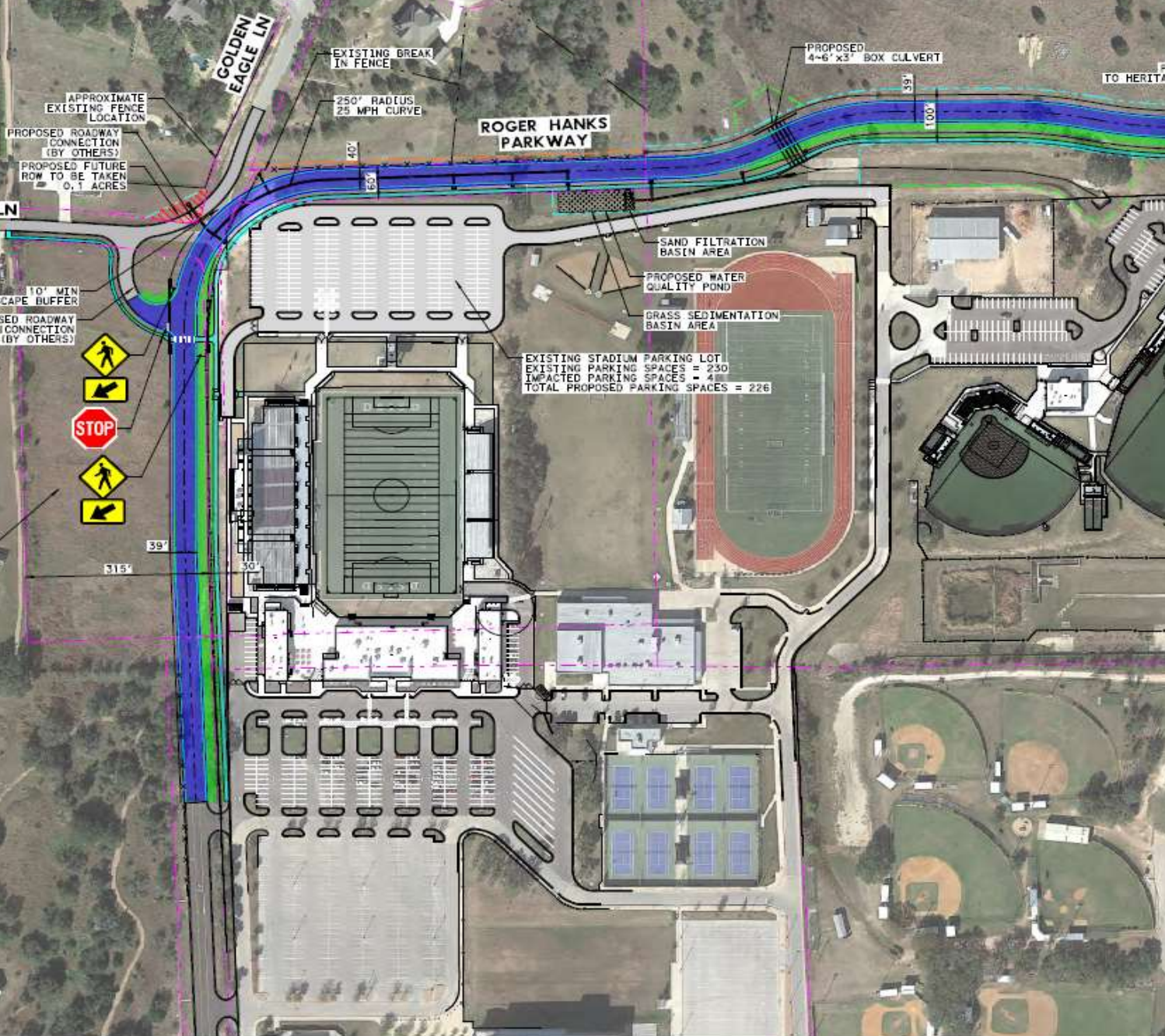
PROPOSED INTERLOCAL

- ▶ 60-foot easement expanded to 100 feet to meet road and drainage standards but placed to provide the most use of the District's use of the Draper Tract.
- ▶ Easement on the West side of the bus parking lot. City to demo and pay for the cost of destroyed parking spaces.
- ▶ We are paying for the additional easement area, the cost of the disturbed parking spaces, and the cost of moving portable buildings that need to be removed due to the expanded right of way dedication.
- ▶ Parties pay for their own appraisals and surveys for the School to City Easements and the City to School acreage. (The School District asked us to pay all of their expenses for the wastewater easement but we have not finalized this issue yet)
- ▶ Approve their current impervious cover and ensure that our improvements do not count against their impervious cover calculations. This will be done by later action by City Council.
- ▶ School District has area for a driveway which they will either construct or the cost of construction will be taken from the cost of the dedication.





Additional easement next to Bus Parking Lot.



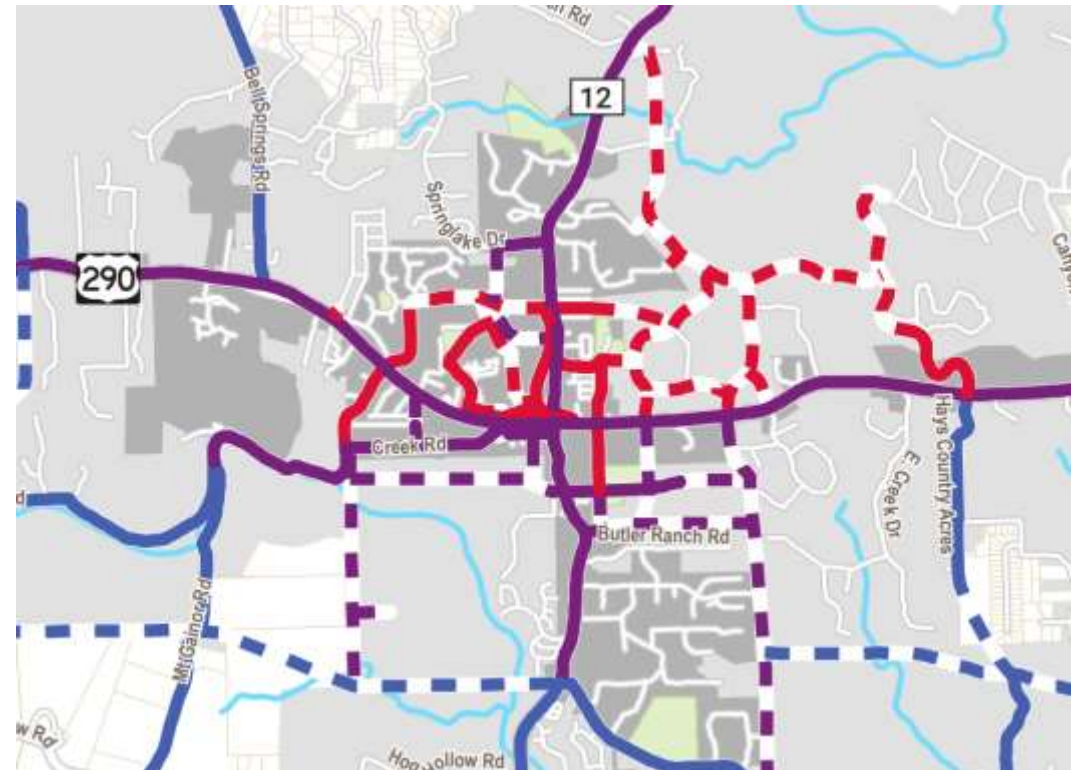
Road Option
Chosen by
Neighborhood
and
Transportation
Committee

Benefits for the District

1. Completion of the Interlocal Agreement.
2. Payment of the appraised value of the increased dedication.
3. Increased pedestrian and vehicular connectivity surrounding High School but with crash gate for safety including a driveway.

Benefits for City

- ▶ Procurement of easement for extension of Roger Hanks Parkway pursuant to transportation needs and our Development Agreement with the Heritage Subdivision.
- ▶ Additional drainage and pedestrian amenities.



Next Steps

- ▶ School District and City to finalize draft.
- ▶ Both boards approve Interlocal Agreement.
- ▶ City pays District for Dedication/Easement.
- ▶ Deeds and easements filed.
- ▶ Additional action related to impervious cover for the remainder of the property.
- ▶ Construction of Roger Hanks Parkway.

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 0.152 ACRES

BEING A 0.152 ACRE (6,617 SQ. FT.) RIGHT-OF-WAY DEDICATION SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2009-90029783 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2" IRON ROD FOUND AT AN ANGLE CORNER IN THE EASTERLY RIGHT-OF-WAY LINE OF GOLDEN EAGLE LANE (VARIABLE RIGHT-OF-WAY WIDTH), IN THE SOUTH BOUNDARY LINE OF LOT 27, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; AND AT THE NORTHWEST CORNER OF SAID 14.67 ACRE TRACT;

THENCE, SOUTH 27°06'35" WEST, A DISTANCE OF 68.82 FEET TO THE **POINT OF BEGINNING**, FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE, DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND OVER SAID 14.67 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 87°47'41" WEST, A DISTANCE OF 117.146 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 57°39'46", A RADIUS OF 80.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 58°57'46" EAST 77.16 FEET, A TOTAL ARC LENGTH OF 80.51 FEET TO A POINT OF REVERSE CURVATURE, FOR AN ANGLE CORNER OF THIS DEDICATION;
3. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 21°30'45", A RADIUS OF 63.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 40°53'23" EAST, 23.52 FEET, A TOTAL ARC LENGTH OF 23.66 FEET TO A POINT OF REVERSE CURVATURE, FOR AN ANGLE CORNER OF THIS DEDICATION;
4. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 39°39'59" A RADIUS OF 194.00 FEET A CHORD BEARING AND DISTANCE OF NORTH 31°48'49" EAST, 131.64 FEET, A TOTAL ARC LENGTH OF 134.31 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS DEDICATION;
5. NORTH 01°25'57" WEST, A DISTANCE OF 64.72 FEET TO A POINT OF CURVATURE IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND THE WEST BOUNDARY LINE OF SAID 14.67 ACRE TRACT, FOR AN ANGLE CORNER OF THIS DEDICATION; WHENCE A 1/2" IRON ROD FOUND MARKING THE SOUTHEAST END OF A CUTBACK CURVE THE THE RIGHT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SHANE LANE (CALLED 60' WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID GOLDEN EAGLE LANE AND AT THE NORTHEAST CORNER OF LOT 1, BLOCK D OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; BEARS SOUTH 49°01'41" WEST, A DISTANCE OF 32.46 FEET;

THENCE, ALONG A CURVE TO THE RIGHT FOLLOWING THE COMMON BOUNDARY LINE OF SAID 14.67 ACRE TRACT AND SAID GOLDEN EAGLE LANE, HAVING AN INTERIOR ANGLE OF 09°26'41", A CHORD BEARING AND DISTANCE OF NORTH 19°19'47" EAST, 106.19 FEET, A TOTAL ARC LENGTH OF 106.31 TO THE **POINT OF BEGINNING** CONTAINING 0.152 ACRES, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

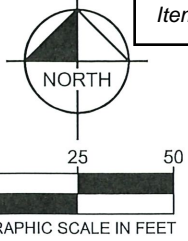
THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES
PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn					
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759			FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	1 OF 2



LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY

LOT 1, BLOCK C
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

LOT 27, BLOCK B
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

GOLDEN EAGLE LANE
(VARIABLE R.O.W. WIDTH)

SHANE LANE
(CALLED 60' R.O.W WIDTH)

60' R.O.W. EASEMENT
DOC. NO. 90029785,
VOL. 3772, PG. 758
OPRHC

**ROGER HANKS
PARKWAY RIGHT OF
WAY DEDICATION**
0.152 ACRES
6,617 SQ. FT.

CALLED 14.67 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 2009-90029783
OPRHC
(PORTION OF)

15' PUBLIC
UTILITY EASEMENT
VOL. 14, PG. 69
PRHC

LOT 1, BLOCK D
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PG. 69
PRHC

5' DRAINAGE EASEMENT
DOC. NO. 90029786
VOL. 3772, PG. 764
OPRHC

LINE TYPE LEGEND

	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

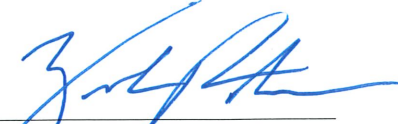

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale 1" = 50'	Drawn by PTF	Checked by ZKP	Date 4/26/2021	Project No. 067783118	Sheet No. 2 OF 3
-------------------	-----------------	-------------------	-------------------	--------------------------	---------------------

LINE TABLE		
NO.	BEARING	LENGTH
L1	S27°06'35"W	68.82'
L2	S87°47'41"W	117.46'
L3	S01°25'57"E	64.72'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	57°39'46"	80.00'	80.51'	N58°57'46"E	77.16'
C2	21°30'56"	63.00'	23.66'	N40°53'23"E	23.52'
C3	39°39'59"	194.00'	134.31'	N31°48'49"E	131.64'
C4	9°26'41"	644.92'	106.31'	S19°19'47"W	106.19'

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT OF EVEN SURVEY DATE WAS CREATED IN CONJUNCTION WITH THIS LINE AND CURVE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
0.152 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn					
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	3 OF 3

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 2.939 ACRES

BEING A 2.939 ACRE (128,039 SQ. FT.) RIGHT-OF-WAY DEDICATION SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 45.53 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 6018836 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A POINT IN THE WEST BOUNDARY LINE OF A TRACT 2, CALLED 50.206 ACRES, DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, L.P., AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 2014-14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND IN THE EAST BOUNDARY LINE OF SAID 45.53 ACRE TRACT; FOR THE NORTHEAST CORNER OF THIS DEDICATION; WHENCE A 1/2" IRON ROD FOUND FOR REFERENCE BEARS NORTH 09°31'11" WEST, A DISTANCE OF 122.84 FEET;

THENCE, SOUTH 09°31'11" EAST, ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID TRACT 2, A DISTANCE OF 32.03 FEET TO 1/2" IRON ROD FOUND AT AN ANGLE CORNER OF SAID TRACT 2, FOR AN ANGLE CORNER OF SAID 45.53 ACRE TRACT AND AN ANGLE CORNER OF THIS DEDICATION;

THENCE, SOUTH 01°10'11" EAST CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID TRACT 2, A DISTANCE OF 63.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS DEDICATION;

THENCE, ACROSS SAID 45.53 ACRE TRACT THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1. SOUTH 89°48'55" WEST, A DISTANCE OF 175.81 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE RIGHT, WITH AN INTERIOR ANGLE OF 13°30'21", A RADIUS OF 839.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 83°25'54" WEST, 197.31 FEET, A TOTAL ARC LENGTH OF 197.77 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
3. SOUTH 13°19'16" WEST, A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
4. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 3°48'52", A RADIUS OF 853.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°46'18" WEST 56.78 FEET, A TOTAL ARC LENGTH OF 56.79 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
5. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 17°37'07", A RADIUS OF 747.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 81°40'25" WEST, 228.80 FEET, A TOTAL ARC LENGTH OF 229.70 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
6. SOUTH 89°31'02" WEST, A DISTANCE OF 183.61 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
7. SOUTH 00°28'58" EAST, A DISTANCE OF 16.50 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
8. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 29°51'59", A RADIUS OF 305.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°35'02" WEST, 157.45 FEET, A TOTAL ARC LENGTH OF 159.25 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
9. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 28°10'18", A RADIUS OF 444.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 73°44'11" WEST 216.36 FEET, A TOTAL ARC LENGTH OF 218.56 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
10. SOUTH 87°49'20" WEST, A DISTANCE OF 51.32 FEET TO A POINT IN THE EAST BOUNDARY LINE OF A CALLED 14.67 ACRE TRACT DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND IN THE WEST BOUNDARY LINE OF SAID 45.53 ACRE TRACT; FOR THE SOUTHWEST CORNER OF THIS DEDICATION;

(M&B DESCRIPTION CONTINUES ON SHEET 2)

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»»Horn

10814 Jollyville Road Campus IV,
Suite 200, Austin, Texas 78759

Tel. No. (512) 418-1771
www.kimley-horn.com

FIRM # 10194624

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	1 OF 5

METES AND BOUNDS DESCRIPTION OF:
RIGHT-OF-WAY DEDICATION - 2.939 ACRES (CONTINUED)

THENCE, NORTH 01°15'27" WEST, ALONG THE COMMON BOUNDARY LINE OF SAID 14.67 ACRE TRACT AND SAID 45.53 ACRE TRACT, AT 90.81 FEET PASSING A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 14.67 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 24, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION, AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; THEN CONTINUING ALONG THE COMMON BOUNDARY LINE OF SAID 45.53 ACRE TRACT AND SAID LOT 24, IN ALL A DISTANCE OF 111.51 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS DEDICATION;

THENCE, ACROSS SAID 45.53 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 87°49'20" EAST, A DISTANCE OF 49.53 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
2. ALONG A CURVE TO THE LEFT, WITH A INTERIOR ANGLE OF 28°10'18", A RADIUS OF 333.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 744°11" EAST, 162.09 FEET, A TOTAL ARC LENGTH OF 163.73 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
3. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 29°51'59", A RADIUS OF 417.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 74°35'02" EAST, 214.92 FEET, A TOTAL ARC LENGTH OF 217.37 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
4. NORTH 89°31'02" EAST, A DISTANCE OF 183.61 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
5. ALONG A CURVE TO THE RIGHT, HAVING AN INTERIOR ANGLE OF 17°37'07", A RADIUS OF 842.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 81°40'25" EAST, 257.90 FEET, A TOTAL ARC LENGTH OF 258.92 FEET TO A POINT OF REVERSE CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
6. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 03°20'52", A RADIUS OF 758.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 74°32'18" EAST, 44.28 FEET, A TOTAL ARC LENGTH OF 44.29 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
7. NORTH 13°47'16" EAST, A DISTANCE OF 14.00 FEET TO A POINT OF CURVATURE FOR AN ANGLE CORNER OF THIS DEDICATION;
8. ALONG A CURVE TO THE LEFT, HAVING AN INTERIOR ANGLE OF 13°58'21", A RADIUS OF 744.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 83°11'54" EAST, 180.99 FEET, A TOTAL ARC LENGTH OF 181.44 FEET TO A POINT FOR AN ANGLE CORNER OF THIS DEDICATION;
9. NORTH 89°48'55" EAST, A DISTANCE OF 169.52 FEET TO THE **POINT OF BEGINNING** CONTAINING 2.939 ACRES, MORE OR LESS, IN HAYS COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN AND ASSOCIATES, INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



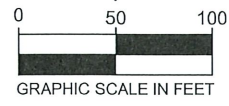
EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	4/26/2021	067783118	2 OF 5



LEGEND:

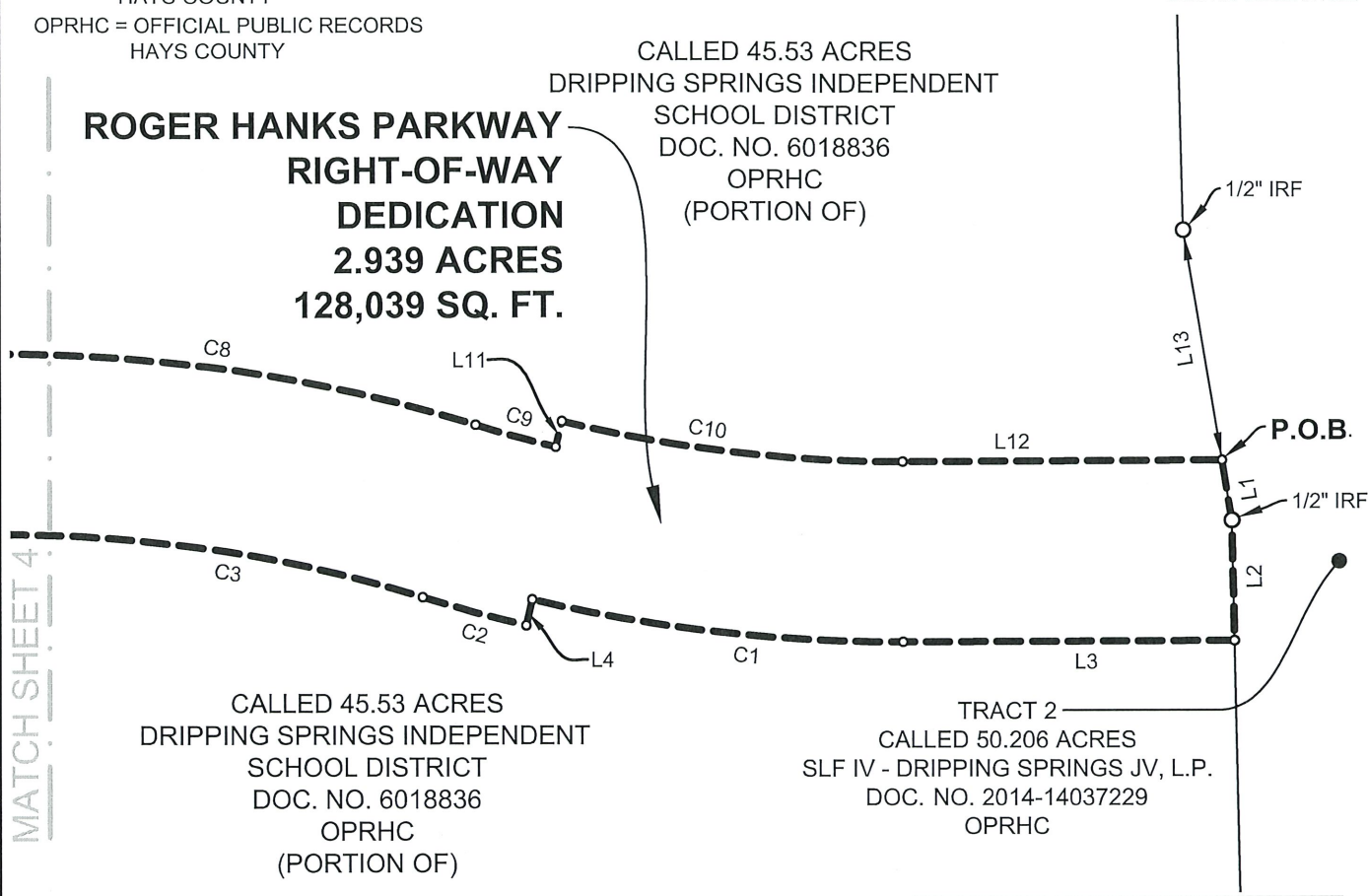
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY

**ROGER HANKS PARKWAY
RIGHT-OF-WAY
DEDICATION
2.939 ACRES
128,039 SQ. FT.**

CALLED 45.53 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 6018836
OPRHC
(PORTION OF)

CALLLED 45.53 ACRES
DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT
DOC. NO. 6018836
OPRHC
(PORTION OF)

TRACT 2
CALLED 50.206 ACRES
SLF IV - DRIPPING SPRINGS JV, L.P.
DOC. NO. 2014-14037229
OPRHC



LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

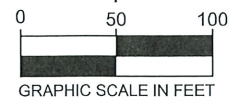
ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM



**EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES**

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn					
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com	
Scale 1" = 100'	Drawn by PTF	Checked by ZKP	Date 4/26/2021	Project No. 067783118	Sheet No. 3 OF 5

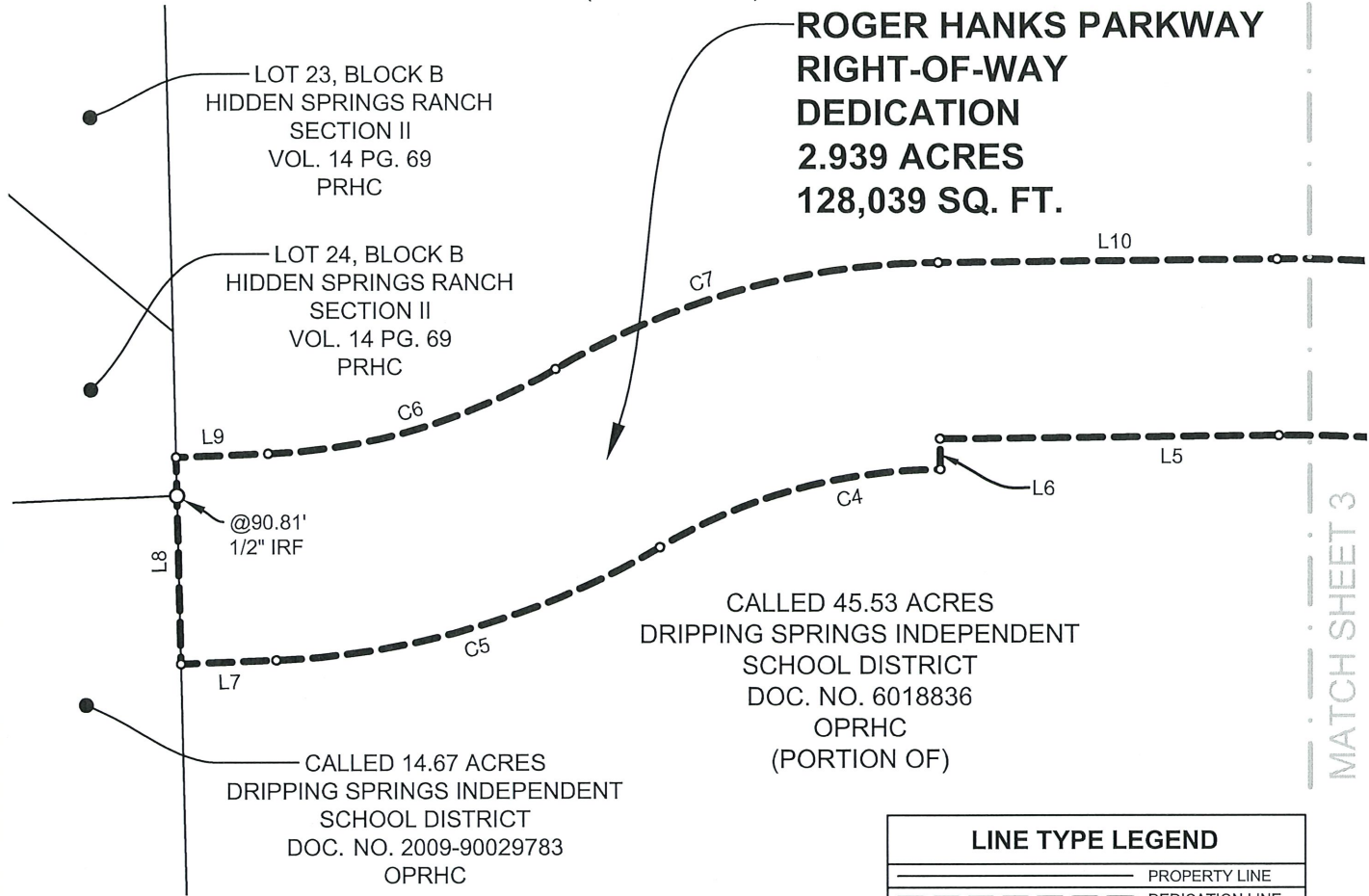


LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY

CALLED 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC
 (PORTION OF)

**ROGER HANKS PARKWAY
 RIGHT-OF-WAY
 DEDICATION
 2.939 ACRES
 128,039 SQ. FT.**



LOT 23, BLOCK B
 HIDDEN SPRINGS RANCH
 SECTION II
 VOL. 14 PG. 69
 PRHC

LOT 24, BLOCK B
 HIDDEN SPRINGS RANCH
 SECTION II
 VOL. 14 PG. 69
 PRHC

CALLED 45.53 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 6018836
 OPRHC
 (PORTION OF)

CALLED 14.67 ACRES
 DRIPPING SPRINGS INDEPENDENT
 SCHOOL DISTRICT
 DOC. NO. 2009-90029783
 OPRHC

MATCH SHEET 3

LINE TYPE LEGEND	
	PROPERTY LINE
	DEDICATION LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY DEDICATION EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. DEDICATION BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.

ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



**EXHIBIT "A"
 RIGHT-OF-WAY DEDICATION
 2.939 ACRES**

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	4/26/2021	067783118	4 OF 5

LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	S09°31'11"E	32.03'	C1	13°30'21"	839.00'	197.77'	N83°25'54"W	197.31'
L2	S01°10'11"E	63.40'	C2	3°48'52"	853.00'	56.79'	N74°46'18"W	56.78'
L3	S89°48'55"W	175.81'	C3	17°37'07"	747.00'	229.70'	N81°40'25"W	228.80'
L4	S13°19'16"W	14.00'	C4	29°51'59"	305.50'	159.25'	S74°35'02"W	157.45'
L5	S89°31'02"W	183.61'	C5	28°10'18"	444.50'	218.56'	S73°44'11"W	216.36'
L6	S00°28'58"E	16.50'	C6	28°10'18"	333.00'	163.73'	N73°44'11"E	162.09'
L7	S87°49'20"W	51.32'	C7	29°51'59"	417.00'	217.37'	N74°35'02"E	214.92'
L8	N01°15'27"W	111.51'	C8	17°37'07"	842.00'	258.92'	S81°40'25"E	257.90'
L9	N87°49'20"E	49.53'	C9	3°20'52"	758.00'	44.29'	S74°32'18"E	44.28'
L10	N89°31'02"E	183.61'	C10	13°58'21"	744.00'	181.44'	S83°11'54"E	180.99'
L11	N13°47'16"E	14.00'						
L12	N89°48'55"E	169.52'						
L13	N09°31'11"W	122.84'						

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A RIGHT-OF-WAY DEDICATION BOUNDARY EXHIBIT OF EVEN SURVEY DATE WAS CREATED IN CONJUNCTION WITH THIS LINE AND CURVE TABLE.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS LINE & CURVE TABLE OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS DEDICATION.



ZACHARY KEITH PETRUS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6769
 10814 JOLLYVILLE ROAD
 CAMPUS IV, SUITE 200
 AUSTIN, TEXAS 78759
 PH. (512) 572-6674
 ZACH.PETRUS@KIMLEY-HORN.COM



EXHIBIT "A"
RIGHT-OF-WAY DEDICATION
2.939 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
 CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn				
10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759		FIRM # 10194624		Tel. No. (512) 418-1771 www.kimley-horn.com
Scale	Drawn by	Checked by	Date	Project No.
N/A	PTF	ZKP	4/26/2021	067783118
				Sheet No. 5 OF 5

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

Item # 2.



70 2009 90029785

Instrument Number: 2009-90029785

As

Recorded On: November 16, 2009

OPR RECORDINGS

Parties: DRIPPING SPRINGS INDEPENDENT SCHOOL

Billable Pages: 5

To DRIPPING SPRINGS CITY OF

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

OPR RECORDINGS	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2009-90029785

Receipt Number: 233201

Recorded Date/Time: November 16, 2009 12:03:10P

Book-Vol/Pg: BK-OPR VL-3772 PG-757

User / Station: O Martinez - Cashiering #3

CITY OF DRIPPINGS SPRINGS

TO CUSTOMER

SAN MARCOS TX 78666



State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C. Fritsche

Linda C. Fritsche, County Clerk

RIGHT OF WAY EASEMENT

60'

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009

by Texas Drivers License

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 60 foot.doc



Exhibit " " "
Page 1 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.936 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.936 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod, found for the northeast corner of said 14.68 acre tract, same point being in the west line of that certain called 45.53 acre tract of land described in Volume 2953, Page 181 said Official Public Records and same point being the southeast corner of Lot 24, Block B, Hidden Springs Ranch Section II, recorded in Volume 14, Page 69, of the Plat Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, South 01°15'19" East, with the common line of said 14.68 acre tract and said 45.53 acre tract, a distance of 60.00 feet, to a point for the southeast corner of the herein described tract, from which point a ½ inch iron rod found for the southeast corner of said 14.68 acre tract bears South 01°15'19" East a distance of 799.85 feet;

THENCE, South 87°49'20" West, parallel with and 60.00 feet south of the north line of said 14.68 acre tract of land, a distance of 695.46 feet to a point on the east right-of-way line of that certain roadway known as Golden Eagle Lane dedicated by Volume 14, Page 69, said Plat Records, said east right-of-way line of Golden Eagle Lane being a curve to the right, having a radius of 645.00 feet;

THENCE, in a northeasterly direction, with said east right-of-way line of Golden Eagle Lane, an arc distance of 68.79 feet and whose chord bears North 27°04'02" East, a distance of 68.75 feet to a calculated point for the northwest corner of said 14.68 acre tract of land in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II;

*MAC
29 Oct 09*

Exhibit " " "
Page 2 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE, North 87°49'20" East, with the north boundary line of said 14.68 acre tract of land, same line being a south boundary line of said Hidden Springs Ranch Section II, a distance of 662.83 feet to the POINT OF BEGINNING, containing 0.936 acres of land, more or less, within these metes and bounds.

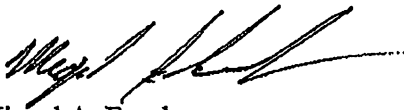
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

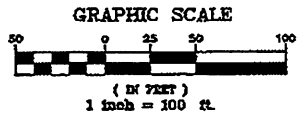


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

60' ROADWAY EASEMENT SHEET 1 OF 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	68.79'	6°06'37"	N27°04'02"E	68.75'
C2	645.00'	284.79'	25°17'52"	S11°21'47"W	282.48'

WILLIAM A. SMITH
SURVEY NO. 29
ABSTRACT NO. 425

GOLDEN EAGLE LANE
(60' R.O.W.)

BLOCK "B"
LOT 27

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

LOT 24

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

SHANE LANE
(60' R.O.W.)

LOT 1
BLOCK "D"
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING PLAT RECORDS HAYS COUNTY, TEXAS

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (GORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.



SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09

CA
Cunningham | Allen
Engineers • Surveyors

3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Tel.: (512) 327-2946
Fax: (512) 327-2973

S:\4520101\Drawings\4520101_Easement_60' Roadway.dwg 10/23/2009 10:54:50 AM CDT

Exhibit A
Page 3 of 3

00029785 NBR 7772 Bk Vol 1

WHEREAS, collaborative programs between the parties improve the quality of life of the citizens of Dripping Springs, enhance educational achievement, strengthen the community, and help ensure the mutual success of the District and the City; and

WHEREAS, the subjects of this Agreement are parcels of land and improvements thereon known as the Stephenson Building property, hereinafter "Stephenson Building," (*Exhibit A*); the Karhan Park property, hereinafter "Karhan Park," (*Exhibit B*); a strip of land immediately to the South of the Karhan Park property, (*Exhibit C*); an easement to be located within the Northern 300 feet of the Draper tract (*Exhibit D*); an easement across the Northern edge of the Karhan Park property (*Exhibit E*); and two easements across the Western edge of the Karhan Park Property, one for drainage and the other for a right-of-way (*Exhibit F*); which exhibits are attached hereto and incorporated herein for any and all purposes.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the District and the City, acting by and through their respective governing bodies, do hereby promise and agree to the following:

ARTICLE I. Recitals

1.01 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II. Conveyance

2.01 District shall deed, through a warranty deed in the form as shown in Exhibit A, to City the Stephenson Building property and pay the City One Thousand Dollars (\$1,000.00). District shall convey to the City the easements across the Western edge of the Karhan Park property as shown in *Exhibit F*. District shall provide an easement over and across the Draper tract as described below. District shall pay to the City Sixty-nine Thousand Six Hundred Eighty-five Dollars (\$69,685.00) for the use in construction and renovation of softball fields as described below.

2.02 City shall deed, through a warranty deed in the form as shown in Exhibit B, to District the Karhan Park property. City shall deed, through a warranty deed, to the District the strip of land immediately to the South of the Karhan Park property, as shown in *Exhibit C*. The City shall convey to the District the 60 foot platted easement along the western edge of the Karhan Park property as shown in Exhibit G.

2.03 The City and the District agree to each pay fifty percent (50%) of the total cost of the appraisals of the Stephenson Building and Karhan Park.

2.04 The City and the District agree to make these exchanges of property and money, with the exception of the right-of-way easement over the Draper tract, on or before November 13, 2009.

**ARTICLE III.
District and City Obligations**

- 3.01** District shall convey, through a warranty deed, the Stephenson Building to City.
- 3.02** Paragraph Deleted.
- 3.03** District will not commit or allow to be committed any waste on the Stephenson Building, create or allow any nuisance to exist on the Stephenson Building, or use or allow the Stephenson Building to be used for any unlawful purposes.
- 3.04** City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the Stephenson Building.
- 3.05** District will maintain the Stephenson Building in a commercially reasonable manner until conveyance to City. District will maintain general liability insurance and property insurance for the Stephenson Building until conveyance to City.
- 3.06** District will continue to provide water and wastewater services to the Stephenson Building until conveyance to City.
- 3.07** City agrees that District, District's agents, employees, or other representatives will have the right to enter the Stephenson Building, at all reasonable hours, for the purpose of examining them or making such repairs or alterations as may be necessary for the safety and preservation of the Stephenson Building until November 13, 2009. This clause shall not be deemed to be a covenant by District or construed to create an obligation on the part of District to make such inspection or repairs.
- 3.08** District will remove all goods and personal property of District of any kind in or on the Stephenson Building prior to November 13, 2009. All goods and personal property of any kind of District in or on the Stephenson Building will be the sole responsibility of District, and in no event will City be liable for any loss or damage to these goods or property for any reason whatsoever. Any goods and personal property of any kind in or on the Stephenson Building not removed prior to conveyance to the City shall be considered abandoned and become the property of City. Any remaining property requiring removal by City shall be removed by District, at the expense of District, within ten (10) days after receiving notification of such request.
- 3.09** District agrees to grant a sixty foot (60') right-of-way easement over the northern 300' of the Draper tract, as shown in *Exhibit D*. The identification of the location of this easement, and the conveyance of the easement shall take place at a later date agreeable to both parties, which must be prior to the commencement of any construction on the northern 300' of the Draper tract with the exception of any temporary facilities. Any

temporary facilities placed on the easement shall be removed prior to conveyance of easement to the City. The location of the easement must allow for the planned future uses of the Northern portion of the Draper tract by the District, and must also meet the City's need for a right-of-way from East to West that would connect with the right-of-way on the North side of the Karhan Park, as shown in *Exhibit E*. The easement must be sufficient so that the road will comply with City road standards. Once the District has determined how it intends to use the Northern 300' portion of the Draper tract, but before construction of such use begins, the District shall provide a survey identifying the precise proposed location for the right-of-way easement to the City Engineer. If the City Engineer determines that the proposed location is sufficient for the City's purposes, he or she shall so notify the District, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City. If the City Engineer determines that the proposed location is not sufficient, the City and the District shall select a neutral engineer to assist with the selection of an appropriate location for the right-of-way, using reasonable development standards to accomplish the purposes outlined in this section. A proposal supported by two (2) out of the three (3) shall be binding, and the District shall prepare an easement acceptable to both parties conveying such an easement to the City.

- 3.10** The City and the District agree to enter into a separate *Tree Replacement Agreement* memorializing the District's tree replacement plan for all construction related to the current New Dripping Springs High School property construction project, as shown in Exhibit H. The District will provide the City with a tree survey, a proposed tree replacement plan, and sufficient evidence establishing the hardship the District would face in having to comply with the City's current tree replacement requirements. The agreed upon tree replacement plan will be finalized on or before June 1, 2010.
- 3.11** *Designated trees* were identified by the parties on November 10, 2009, and are indicated on Exhibit I. The District shall not impact a *designated tree* prior to enactment of the *Tree Replacement Agreement*. District will enact measures that are reasonable and customary to protect the designated trees during construction activities.

ARTICLE IV. Karhan Park District and City Obligations

- 4.01** City shall convey, through a warranty deed, the Karhan Park to District. The District shall convey to the City a sixty foot (60') right-of-way easement across the northern portion of the Karhan Park, as shown in *Exhibit E*.
- 4.02** City will honor existing lease in the Karhan Park to other parties until conveyance to District, at which time said lease shall terminate. City shall provide District documentation indicating that the leases have been terminated, as of the date of conveyance.
- 4.03** City will not commit or allow to be committed any waste on the Karhan Park, create or allow any nuisance to exist on the Karhan Park, or use or allow the Karhan Park to be used for any unlawful purposes.

- 4.04** City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the Karhan Park.
- 4.05** City will maintain the Karhan Park in a commercially reasonable manner until conveyance to District. City will maintain general liability insurance and property insurance for the Karhan Park until conveyance to District.
- 4.06** City will continue to provide electricity and portable toilet services to the Karhan Park until conveyance to District.
- 4.07** It is understood by the parties to this agreement that Pedernales Electric Cooperative, hereinafter "PEC", will move, install, and connect the lighting and poles at no cost to City or District from one of the men's softball fields, as identified and agreed to by City, at Karhan Park to the current Junior Varsity field at the Dripping Springs Sports and Recreation Park located at 27148 Ranch Road 12, Dripping Springs, Texas ("Sports Park"), or to a location of the City's choice, no later than February 28, 2010 prior to the beginning of the 2010 Dripping Springs Adult Softball Association's (DSASA) spring softball season. If PEC declines to move and install the poles at no cost to City or District, City will assume this obligation. Any remaining lights and poles will be made available to City.
- 4.08** District will pay to the City, \$69,685.00 to finance the construction of fencing and surfacing of the current Junior Varsity field at Sports Park, the construction of a second field on property East of the UIL field, and other improvements related to relocation of softball fields.
- 4.9** District agrees that the girls' varsity softball field will be available (on an agreed schedule) by the beginning of the 2010 DSASA's spring softball season. Upon the completion of new girls' varsity softball field at the District's new high school complex, it is the District's and City's intent that the City will have ultimate control and authority over the original field, subject to a mutually-acceptable agreement on use and scheduling.
- 4.10** District agrees to maintain the Junior Varsity field at Sports Park until the District discontinues its use of the field in accordance with that Interlocal Agreement between City, District and Dripping Springs Youth Sports Association dated January 8, 2002.
- 4.11** District agrees that City, City's agents, employees, or other representatives will have the right to enter the Karhan Park, at all reasonable hours, for the purpose of examining them or making such repairs or alterations as may be necessary for the safety and preservation of the Karhan Park, until conveyance to City. This clause shall not be deemed to be a covenant by City or construed to create an obligation on the part of City to make such inspection or repairs.

- 4.12** City will remove all goods, fixtures, and personal property of any kind of City in or on the Karhan Park prior to December 1, 2009. All goods and personal property of any kind of the City in or on the Karhan Park will be the sole responsibility of City, and in no event will District be liable for any loss or damage to these goods or property for any reason whatsoever. Any goods and personal property of any kind in or on the Karhan Park not removed prior to the exchanges of property that are the subject of this Agreement shall be considered abandoned and become the property of District.
- 4.13** City agrees not to assign or sublease the Karhan Park, any part of or any right or privilege connected with the Karhan Park, or to allow any other person, except City's visitors, agents, and employees, to occupy the Karhan Park or any part of the Karhan Park.
- 4.14** City and District agree that the Lease Agreement between City and District dated November 13, 2001 was entered into to facilitate the District's school related sports activities. Upon the completion of competition fields at the District's new high school complex, it is the District's and City's intent to modify the November 13, 2001 Lease Agreement as follows: The District shall cease competitive use of the UIL softball field except for emergencies or special District events. The District shall continue use of the UIL softball field as a practice field. The District shall complete all practice on the UIL softball field prior to 6:30 pm on DSASA game nights.
- 4.15** All building set-back requirements for District athletic facilities constructed on or near the west boundary of the current Karhan Park property must be at least ten feet from the edge of the street right-of-way. The District shall provide safety mitigation features (e.g. guardrail, concrete posts, striping, and barricades).

**ARTICLE V.
General Provisions**

- 5.01** Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the party to whom directed, and shall be directed personally to the following persons:

Notice to District:

Dripping Springs Independent School District
Dr. Mard A. Herrick, Superintendent

510 W. Mercer
P.O. Box 479
Dripping Springs, Texas 78620

With a copy to:

Henslee Schwartz LLP

Attn: Roy William Cabler
816 Congress, Suite 800
Austin, TX 78701

Notice to CITY:

City of Dripping Springs
Attn: Michelle Fischer, City Administrator
P.O. Box 384
Dripping Springs, TX 78620

With a copy to:

Bojorquez Law Firm, PLLC
Attn: Alan J. Bojorquez, Dripping Springs City Attorney
12325 Hymeadow Dr., Suite 2-100
Austin, TX 78750

- 5.02 If either party files an action to enforce any covenant of this Agreement, then the prevailing party is entitled to recover its reasonable attorney's fees to be fixed by the Court pursuant to Local Government Code Section 271.159.
- 5.03 The waiver by District or City of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
- 5.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this lease are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.
- 5.05 Both City and District agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
- 5.06 By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.

- 5.07** In Civil Action Number 5281, in the United States District Court for the Eastern District of Texas, Tyler Division, a Court's Order was entered on April 20, 1971. That order requires that the following covenants and restrictions be in all things observed, followed, and complied with and placed in any document of conveyance of school district property:
- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
 - (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.
 - (c) These restrictions and conditions shall be binding upon District and City, their successors or assigns, as the case may be, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry of the suit, immediately revert to and vest in the grantor herein and its successors, this instrument shall be null and void, and grantor and its successors shall be entitled to immediate possession of such Stephenson Building and the improvements thereon; and no act or omission upon the part of grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.
- 5.08** The restriction set out in subsection 5.07(a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in subsection 5.07(b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.
- 5.09** Both District and City acknowledge that the Stephenson Building property conveyed is subject to the restrictions in Section 5.07 and 5.08 above.
- 5.10** Either party may at its own option and expense research title history of the properties made subject of this Agreement.
- 5.11** Neither City nor District waives any governmental immunity. Any provision herein interpreted by a court of law to waive either party's governmental immunity is void.
- 5.12** This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
- 5.13** This Agreement shall be Effective upon the date of signing by both Parties.

NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE.

Dripping Springs Independent School District:

by: Mard Herrick, Supt.
Dr. Mard A. Herrick
Superintendent
Dripping Springs Independent School District
by action of the Board of Trustees

Nov. 12, 2009
Date

City of Dripping Springs:

by: Bill Foulds
~~Todd Pureell~~ Bill Foulds
Mayor Pro-Tem
City of Dripping Springs
by action of the City Council

Nov 11 2009
Date

STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared ^{Bill Faulds} ~~Todd Purcell~~ ^{Mayor Pro Tem} the ~~Mayer~~ of the CITY OF DRIPPING SPRINGS, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 11th day of November, 2009.

Jo Ann Touchstone
 Notary Public, State of Texas

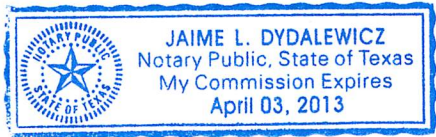


STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, a Notary Public in the State of Texas, on this day personally appeared Dr. Mard A. Herrick the Superintendent of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing Interlocal Agreement, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 12 day of November, 2009.



Jaime L. Dydalewicz

Notary Public, State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED
Conforms to State Bar of Texas Form

Date: _____, 2009

Grantor: Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas, acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____.

Grantor's Mailing Address:

510 W. Mercer/ P.O. Box 479
Dripping Springs, Texas 78620
Hays County, Texas

Grantee: City of Dripping Springs, a political subdivision of the State of Texas

Grantee's Mailing Address:

P.O. Box 384
Dripping Springs, Texas 78620
Hays County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Being 1.3712 acres of land, more or less, situated in the Phillip A. Smith Survey No. 26, Abstract No. 415 in Hays County, Texas, said property also being referred to as the "Stephenson Building" and/or "Stephenson Tract", being located at 311 1/2 Old Fitzhugh Road, Dripping Springs, Hays County, Texas, and being comprised of three (3) separate tracts described as Tract One (1) containing 0.4659 of one acre of land, Tract Two (2) containing 0.4456 of one acre of land and Tract Three (3) containing 0.4597 of one acre of land, said Tract One, Tract Two and Tract Three being more particularly described by metes and bounds on Exhibits A, B and C, respectively as follows.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

When the context requires, singular nouns and pronouns include the plural.

"GRANTOR"

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

By: Steve Benesh
Title: President of the Board of Trustees

STATE OF TEXAS)

COUNTY OF HAYS)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2009, by Steve Benesh, President of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

PREPARED BY:
Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

File/GF Number: 6420G

Exhibit " A "
Page 1 of 3

TRACT ONE
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4659 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT TRACT OF LAND COMMONLY REFERRED TO AS "ACADEMY BLOCK" AS DELINEATED ON THE PLAT OF THE TOWN OF DRIPPING SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "O", PAGE 514, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T" PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING CONVEYED BY HAYS COUNTY TO DRIPPING SPRINGS RURAL HIGH SCHOOL DISTRICT IN DEED RECORDED IN VOLUME 145, PAGE 491, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of said "ACADEMY BLOCK" for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs according to the map or plat thereof recorded in Volume "R", Page 337, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas, and the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, being the southwest corner of a 50 foot right of way, designated as Ewe Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 23°02'05" East crossing said "ACADEMY BLOCK" along the west margin of Old Fitzhugh Road a distance of 44.29 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the northeast corner of that tract of land conveyed by Dripping Springs Independent School District to Rambo Lodge No. 426, AF & AM in deed recorded in Volume 154, Page 1, of the Deed Records of Hays County, Texas;

THENCE South 88°57'21" West (record: West) along the north line of said Rambo Lodge tract, a distance of 108.60 feet to a 1/2 in iron rod found under asphalt paving for the northwest corner of said Rambo Lodge tract;

THENCE South 01°02'39" East (record: South) along the west line of said Rambo Lodge tract a distance of 140.08 feet to a 1/2 in iron rod found under asphalt paving in the north line of a 20.0 foot Public Alley as designated in deed recorded in Volume 146, Page 91, of the Deed Records of Hays County, Texas, said 20.0 foot Public Alley being conveyed by Hays County to H.F. Lewis in deed recorded in Volume 278, Page 280, of the Deed Records of Hays County, Texas, and for the southwest corner of said Rambo Lodge tract, from which a bolt with punch mark found in the south line of said Rambo Tract as described in Boundary Line Agreement by

S:\3671301\Documents\3671301 DSISD Tract One.docx

EXHIBIT "A"

Exhibit " A "
Page 2 of 3

TRACT ONE
Hays County, Texas

Richard A. Garza and Dripping Springs Independent School District, recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, bears, North 88°29'40" East (Bearing Basis) a distance of 122.70 feet;

THENCE South 89°00'15" West along the north line of said 20.0 foot Public Alley and said Lewis tract a distance of 39.96 feet to a 1/2 inch iron rod found under asphalt paving in the east line of that tract of land conveyed by Dripping Springs Independent School District to L. B. Jennings in deed recorded in Volume 156, Page 199, of the Deed Records of Hays County, Texas, and for the northwest corner of said 20.0 foot Public Alley;

THENCE North 01°58'54" West along the east line of said Jennings tract a distance of 19.97 feet to a 1/2 inch iron rod found under asphalt paving for the northeast corner of said Jennings tract;

THENCE South 88°53'07" West along the north line of said Jennings tract a distance of 49.86 feet to a 1/2 inch iron rod found in the east line of Lot 6, Block No. 1, of the W. T. Chapman's 1st Addition to the town of Dripping Springs according to the map or plat thereof recorded in Volume "P", Page 373, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas and in the west line of said "ACADEMY BLOCK" and for the northwest corner of said Jennings tract;

THENCE North 01°21'58" West along the east line of said Lot 6 and the west line of said "ACADEMY BLOCK" a distance of 63.78 feet to a calculated point for the northeast corner of said Lot 6;

THENCE South 88°36'50" West along the north line of said Lot 6 a distance of 7.26 feet to a calculated point being the beginning point of said Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District, from which a 1/2 inch iron rod found in a hackberry tree root, bears South 06°45' East a distance of 0.3 feet;

THENCE along the boundary line established in said Boundary Line Agreement the following two (2) courses:

1. North 03°20'04" West a distance of 56.57 feet to a 1/2 inch iron rod found;
2. North 03°22'47" West a distance of 40.02 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set at the intersection of the south line of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs being the recognized southeast corner of that tract of land conveyed by A.L. Davis to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas, from which a 1/2 inch iron rod found in said Boundary Line Agreement line, bears North 03°22'47" West a distance of 39.83 feet;

THENCE North 88°42'33" East along the south line of said Block 3, passing the northwest corner of said "ACADEMY BLOCK" at a distance of 10.61 feet and continuing for a total distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the common south corner of said Block No. 3 and Block No. 5, from which

S:\3671301\ Documents\3671301 DSISD Tract One.docx

EXHIBIT "A"

Exhibit " A "
Page 3 of 3

TRACT ONE
Hays County, Texas

a 1/2 inch galvanized iron pipe in concrete found for the common north corner of said Block No. 3 and Block No. 5, bears, North 01°13'20" West a distance of 200.02 feet;

THENCE North 88°38'18" East along the north line of said "ACADEMY BLOCK" and the south line of said Block No. 5 a distance of 100.04 feet to the POINT OF BEGINNING, containing 0.4659 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

Handwritten signature of Tommy P. Watkins

Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009

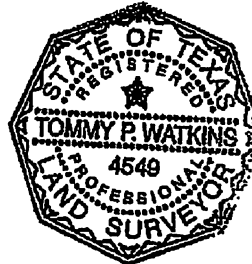


Exhibit " B "
Page 1 of 2

TRACT TWO
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4456 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY A.L. DAVIS TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED RECORDED IN VOLUME 109, PAGE 291, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 3, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs for the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, and for the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of said Block No. 3 and the **POINT OF BEGINNING**;

THENCE South 88°42'33" West along the south line of said Block No. 3 and the north line of said Dripping Springs Rural High School District tract a distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set in the agreed boundary line as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, from which a 1/2 inch iron rod found in said line bears, South 03°22'47" East a distance of 40.02 feet;

THENCE along the agreed boundary line as described in said Boundary Line Agreement the following three (3) courses:

- 1: North 03°22'47" West a distance of 39.83 feet to a 1/2 inch iron rod found;
2. North 03°16'13" West a distance of 80.04 feet to a 1/2 inch iron rod with cap stamped "K&G Engineering" found;

S:\3671301\Documents\3671301 DSISD Tract Two.docx

EXHIBIT "A"

Exhibit "B "
Page 2 of 2

TRACT TWO
Hays County, Texas

- 3. North 02°41'40" West a distance of 79.96 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 3 and said Dripping Springs Public School District No. 20 tract, and for the southwest corner of Block No. 4 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs and southwest corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, from which a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Davis tract and the terminus point of said boundary line agreement bears, North 01°24'51" West a distance of 86.51 feet;

THENCE North 88°32'36" East along the north line of said Block No. 3 and said Dripping Springs Public School District No. 20 tract and the south line of said Block No. 4 and said Davis tract a distance of 100.05 feet to a 1/2 inch galvanized iron pipe in concrete found for the northeast corner of said Block No. 3, the northwest corner of said Block No. 5, the southeast corner of said Davis tract and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

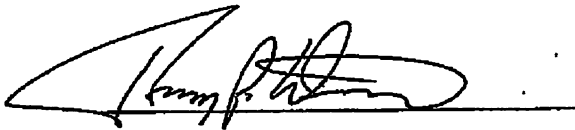
THENCE South 01°13'20" East along the east line said Block No. 3 and the west line of said Block No. 5 a distance of 200.02 feet to the POINT OF BEGINNING, containing 0.4456 of one acre of land, more or less, within this metes and bounds. .

Bearing Reference: South line of the Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

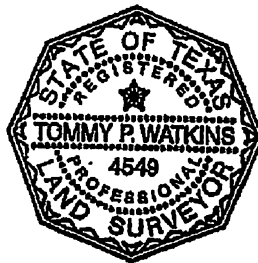
Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009



S:\3671301\Documents\3671301 DSISD Tract Two.docx

EXHIBIT "A"

Exhibit " C "
 Page 1 of 2

TRACT THREE
 Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4597 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY D. W. CRENSHAW TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED FILED FOR RECORD NOVEMBER 15, 1938 AND RECORDED IN THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 5, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of said Block No. 5, and for the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs conveyed to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas;

THENCE North 01°13'20" West along the west line said Block No. 5 and the east line of said Block No. 3 a distance of 200.02 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 5, the northeast corner of said Block No. 3, the southeast corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

THENCE North 88°40'58" East along the north line said Block No. 5 and the south line of said Block No. 4 and said Howard tract a distance of 100.23 feet to a calculated point in the west line of said Eye Street (commonly known as Old Fitzhugh Road), from which a 1/2 inch iron rod found for reference bears North 88°38'18" East a distance of 1.23 feet;

S:\3671301\Documents\3671301 DSISD Tract Three.docx

EXHIBIT "A"

Exhibit " C "
Page 2 of 2

TRACT THREE
Hays County, Texas

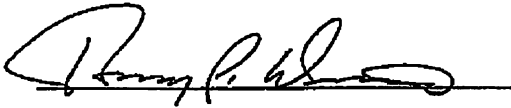
THENCE South 01°10'06" East along the east line of said Block No. 5 and the west line of said Eve Street (commonly known as Old Fitzhugh Road) a distance of 199.94 feet to the POINT OF BEGINNING containing 0.4597 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

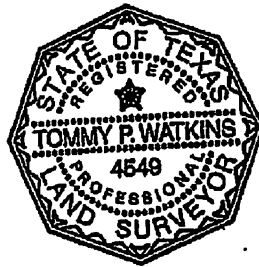
Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009



GENERAL WARRANTY DEED
(EXCHANGE DEED)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 14.67 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").


This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

STATE OF TEXAS
COUNTY OF HAYS

14.67 ACRES
PHILLIP A. SMITH SURVEY

A DESCRIPTION OF A 14.67 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING ALL OF CALLED 14.68 ACRE TRACT OF LAND DESCRIBED IN A DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 628, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the southeast corner of the herein described 14.67 acre tract of land, said iron rod being the northeast corner of a called 4.03 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 624, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 89°13'51"W, with the north line of said 4.03 acre tract, and the south line of the herein described 14.67 acre tract of land, a distance of 756.86 feet to a ½ inch iron rod set with cap for the southwest corner of the herein described 14.67 acre tract of land, said iron rod also being the southeast corner of Lot 1, Block "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

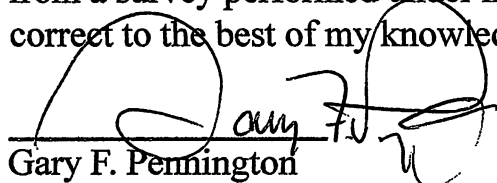
THENCE N 00°16'10"W, with the west line of the herein described 14.67 acre tract of land, and the east line of said Lot 1, a distance of 520.00 feet to a ½ inch iron rod set with cap for the point of curvature in the west line of the herein described 14.67 acre tract of land;

THENCE along the arc of a curve to the right, a distance of 353.85 feet, said curve having a radius of 645.00 feet, a chord bearing of N 15°29'57"E, and distance of 349.43 feet to a calculated point for the northwest corner of the herein described 14.67 acre tract of land, said point also being in the south line of Lot 27, Block "B", of said Hidden Springs Ranch Section II;

THENCE N 88°50'32"E, with the north line of the herein described 14.67 acre tract of land, and the southern line of said Hidden Springs Ranch Section II, a distance of 662.47 feet to a ½ inch iron rod found in the west line of said 45.53 acre tract, for the northeast corner of the herein described 14.67 acre tract of land;

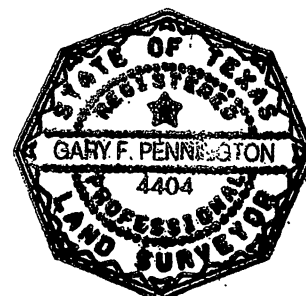
THENCE S 00°14'06"E, with the east line of the herein described 14.67 acre tract of land, and the west line of said 45.53 acre tract, a distance of 859.94 feet to the **POINT OF BEGINNING** containing 14.67 acres of land.

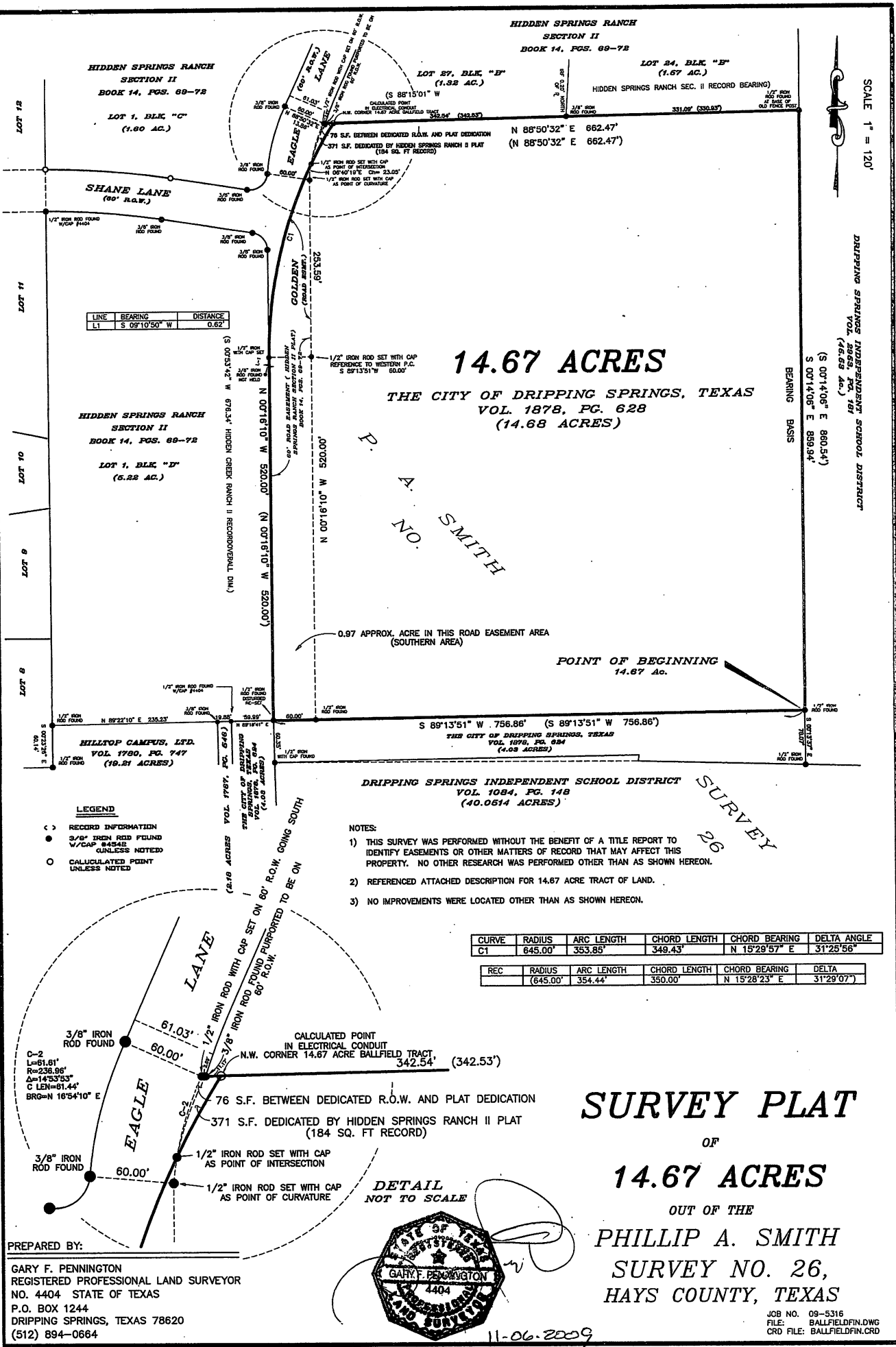
I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.


Gary F. Pennington

11-06-2009
Date

Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664





SURVEY PLAT
OF
14.67 ACRES
OUT OF THE
PHILLIP A. SMITH
SURVEY NO. 26,
HAYS COUNTY, TEXAS

SCALE 1" = 120'

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0614 ACRES)

BEARING BASIS

GENERAL WARRANTY DEED
(EXCHANGE DEED)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 1.12 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").


This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

**STATE OF TEXAS
COUNTY OF HAYS**

**1.12 ACRES
PHILLIP A. SMITH SURVEY**

A DESCRIPTION OF A 1.12 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING A PORTION OF A CALLED 4.03 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 624, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the northeast corner of the herein described 1.12 acre tract of land, said iron rod being the southeast corner of a called 14.68 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 628, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 00°13'37"E, with the east line of the herein described 1.12 acre tract of land, and the west line of said 45.53 acre tract, a distance of 78.07 feet to a ½ inch iron rod found for the southeast corner of the herein described 1.12 acre tract of land, from which a ½ inch iron rod found (origin unknown) bears, S 85°20'22"W, a distance of 6.06 feet for reference, said ½ inch iron rod found (southeast corner of herein described 1.12 acre tract of land) also being in the north line of a called 40.0514 acre tract of land described in a deed to Dripping Springs Independent School District, recorded in Volume 1084, Page 148, Official Public Records of Hays County, Texas;

THENCE N 88°29'53"W, with the south line of the herein described 1.12 acre tract of land and the north line of said 40.0514 acre tract, a distance of 238.29 feet to a 60d nail found in wood fence post for an angle point in the south line of the herein described 1.12 acre tract of land;

THENCE with the south line of the herein described 1.12 acre tract of land and a south line of said 4.03 acre parent tract, the following two (2) courses and distances:

- 1) N 07°26'59"E, a distance of 8.69 feet to a 60d nail found in wood fence post, and
- 2) S 89°11'45"W, a distance of 518.56 feet to a ½ inch iron rod found for the southwest corner of the herein described 1.12 acre tract of land;

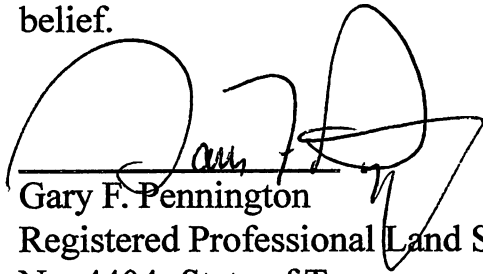
THENCE N 01°25'55"W, crossing said 4.03 acre parent tract, leaving the north line of said 40.0514 acre tract, and with the west line of the herein described 1.12 acre tract of land, a distance of 60.35 feet to a ½ inch iron rod found for the northwest corner of the herein described 1.12 acre tract of land, said iron rod being

the southwest corner of said 14.68 acre tract, said iron rod also being the southeast corner of Lot 1, Blk. "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

THENCE N 89°13'51"E, with the north line of the herein described 1.12 acre tract of land and the south line of said 14.68 acre tract, a distance of 756.86 feet to the **POINT OF BEGINNING** containing 1.12 acres of land.

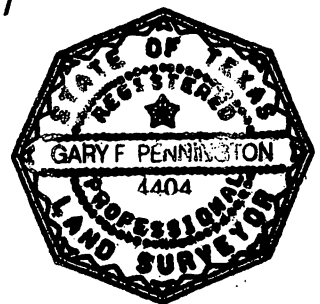
Bearing Basis for the herein described 1.12 acre tract of land is the east line of said 14.68 acre tract, having a bearing of N 00°14'06"W, and a distance of 859.94 feet.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.



Gary F. Pennington
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

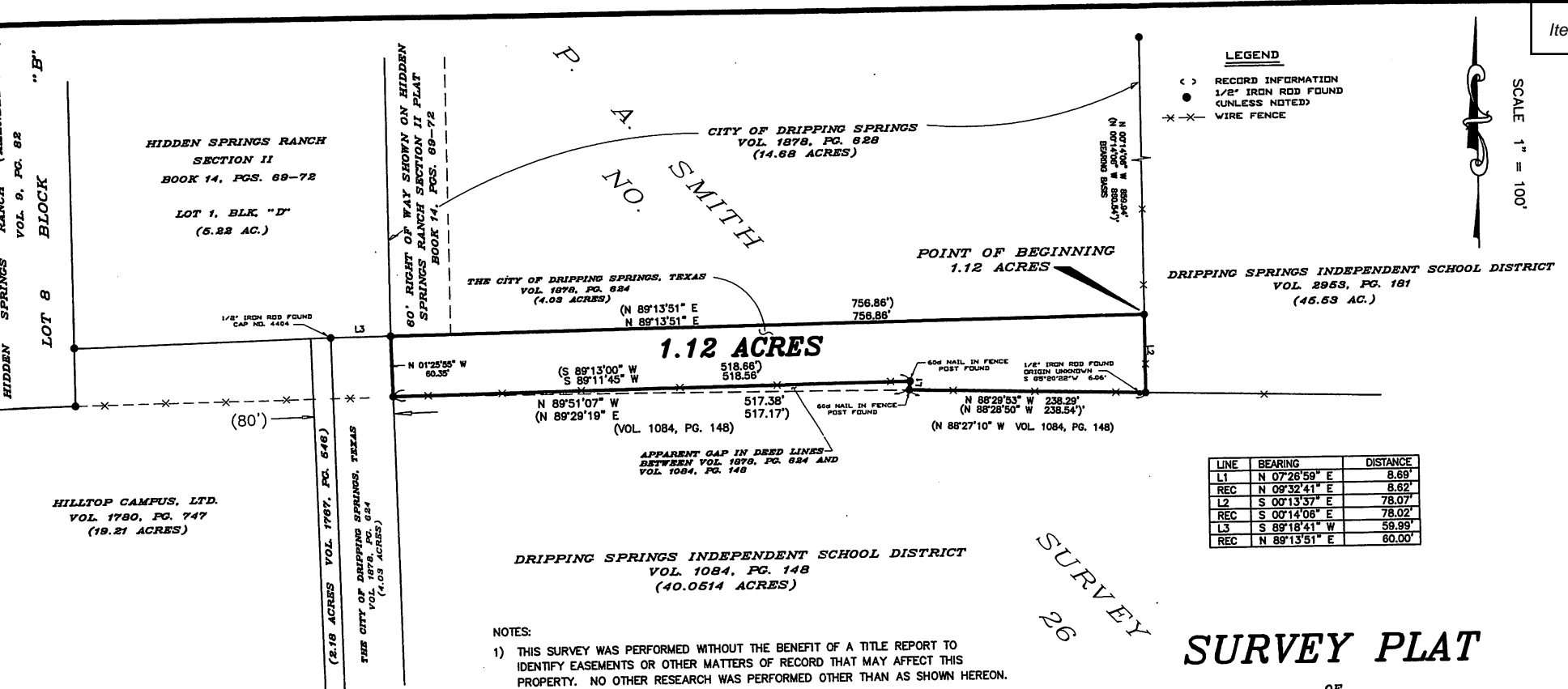
11-09-2009
Date



SCALE 1" = 100'

LEGEND

- () RECORD INFORMATION
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ××× WIRE FENCE



LINE	BEARING	DISTANCE
L1	N 07°26'59" E	8.69'
REC	N 09°32'41" E	8.62'
L2	S 00°13'37" E	78.07'
REC	S 00°14'06" E	78.02'
L3	S 89°18'41" W	59.99'
REC	N 89°13'51" E	60.00'

SURVEY 26

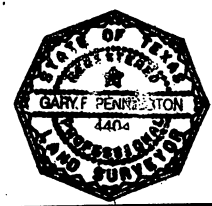
SURVEY PLAT
OF
1.12 ACRES
OUT OF THE
PHILLIP A. SMITH
SURVEY NO. 26
HAYS COUNTY, TEXAS

NOTES:

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
- 2) REFERENCED ATTACHED DESCRIPTION FOR 1.12 ACRE TRACT OF LAND.
- 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CERTIFICATION
I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS PLAT WAS PERFORMED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING NOVEMBER 2009, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664
09.11.2009



JOB NO. 09-5316
FILE: CITYBALLSTRIP.DWG
CRD FILE: CITYBALLSTRIP.CRD
UPDATED NOV. 9, 2009 (ROTATED TO 14.67 ACRE TRACT)

RIGHT OF WAY EASEMENT

60'

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on _____

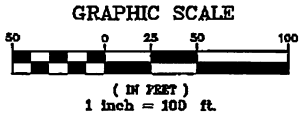
by _____

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 60 foot.doc

SKETCH TO ACCOMPANY DESCRIPTION

60' ROADWAY EASEMENT SHEET 1 OF 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	68.79'	6°06'37"	N27°04'02"E	68.75'
C2	645.00'	284.79'	25°17'52"	S11°21'47"W	282.48'

PILLIP A. SMITH
SURVEY NO. 28,
ABSTRACT NO. 415

GOLDEN EAGLE LANE
(60' R.O.W.)

BLOCK "B"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

LOT 27

LOT 24

P.O.B.

S87°49'20"W
10.86'

N87°49'20"E 662.83'

60' ROADWAY
EASEMENT
(0.936 ACRES)

S87°49'20"W 695.46'

CITY OF
DRIPPING SPRINGS, TEXAS.
(14.88 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

S01°15'19"E
60.00'

S01°15'19"E
799.85'

SHANE LANE
(60' R.O.W.)

LOT 1
BLOCK "D"

HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

SURVEYED BY:

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



Cunningham | Allen
Engineers • Surveyors

3103 Bee Cave Road, Suite 202

Austin, Texas 78746-6819

Tel.: (512) 327-2946

Fax: (512) 327-2973

Exhibit " " "
 Page 1 of 2
 October 29, 2009

Easement
 0.936 Acres
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.936 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.936 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod, found for the northeast corner of said 14.68 acre tract, same point being in the west line of that certain called 45.53 acre tract of land described in Volume 2953, Page 181 said Official Public Records and same point being the southeast corner of Lot 24, Block B, Hidden Springs Ranch Section II, recorded in Volume 14, Page 69, of the Plat Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, South 01°15'19" East, with the common line of said 14.68 acre tract and said 45.53 acre tract, a distance of 60.00 feet, to a point for the southeast corner of the herein described tract, from which point a ½ inch iron rod found for the southeast corner of said 14.68 acre tract bears South 01°15'19" East a distance of 799.85 feet;

THENCE, South 87°49'20" West, parallel with and 60.00 feet south of the north line of said 14.68 acre tract of land, a distance of 695.46 feet to a point on the east right-of way line of that certain roadway known as Golden Eagle Lane dedicated by Volume 14, Page 69, said Plat Records, said east right-of-way line of Golden Eagle Lane being a curve to the right, having a radius of 645.00 feet;

THENCE, in a northeasterly direction, with said east right-of-way line of Golden Eagle Lane, an arc distance of 68.79 feet and whose chord bears North 27°04'02" East, a distance of 68.75 feet to a calculated point for the northwest corner of said 14.68 acre tract of land in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II;

MAS
29 Oct 09

Exhibit " _ "
Page 2 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE, North 87°49'20" East, with the north boundary line of said 14.68 acre tract of land, same line being a south boundary line of said Hidden Springs Ranch Section II, a distance of 662.83 feet to the POINT OF BEGINNING, containing 0.936 acres of land, more or less, within these metes and bounds.

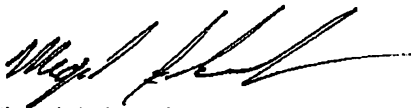
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



RIGHT OF WAY EASEMENT

25'

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 25 foot.doc

Exhibit " " "
 Page 1 of 2
 October 29, 2009

25' Roadway Easement
 0.367 acres of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

S:\4520101\Supporting Documents\4520101_EASEMENT_25' roadway.doc

*MAS
29 Oct 09*

Exhibit " " "
Page 2 of 2
October 29, 2009

25' Roadway Easement
0.367 acres of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

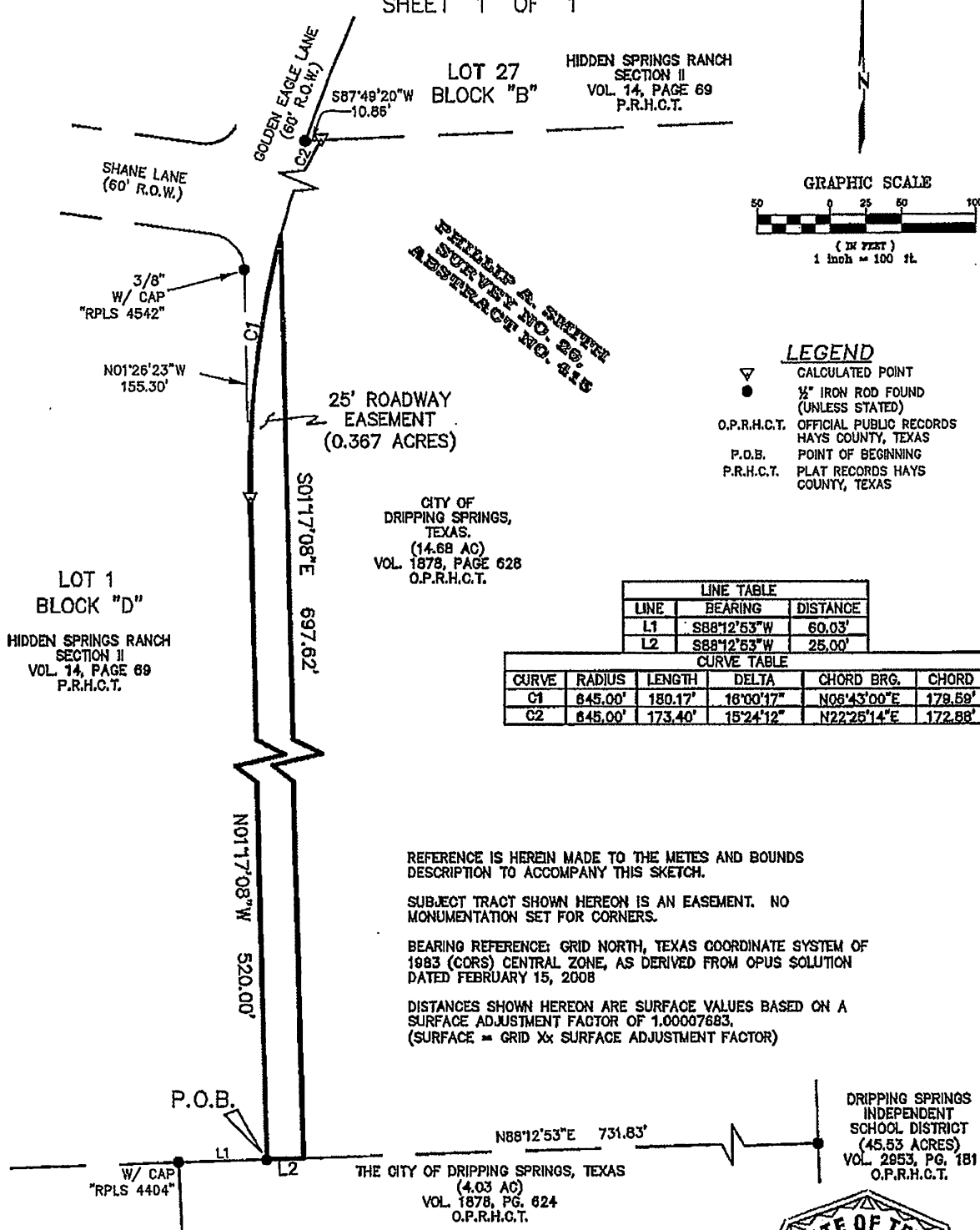


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1



PHILIP A. SMITH
SURVEY NO. 26
ABSTRACT NO. 418

LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	60.03'
L2	S88°12'53"W	25.00'

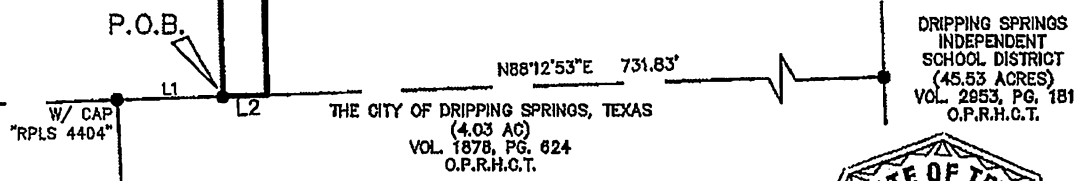
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	180.17'	18°00'17"	N08°43'00"E	178.59'
C2	645.00'	173.40'	15°24'12"	N22°25'14"E	172.88'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683. (SURFACE = GRID Xx SURFACE ADJUSTMENT FACTOR)



DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT (45.53 ACRES) VOL. 2853, PG. 181 O.P.R.H.C.T.

THE CITY OF DRIPPING SPRINGS, TEXAS (4.03 AC) VOL. 1878, PG. 624 O.P.R.H.C.T.

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 290209

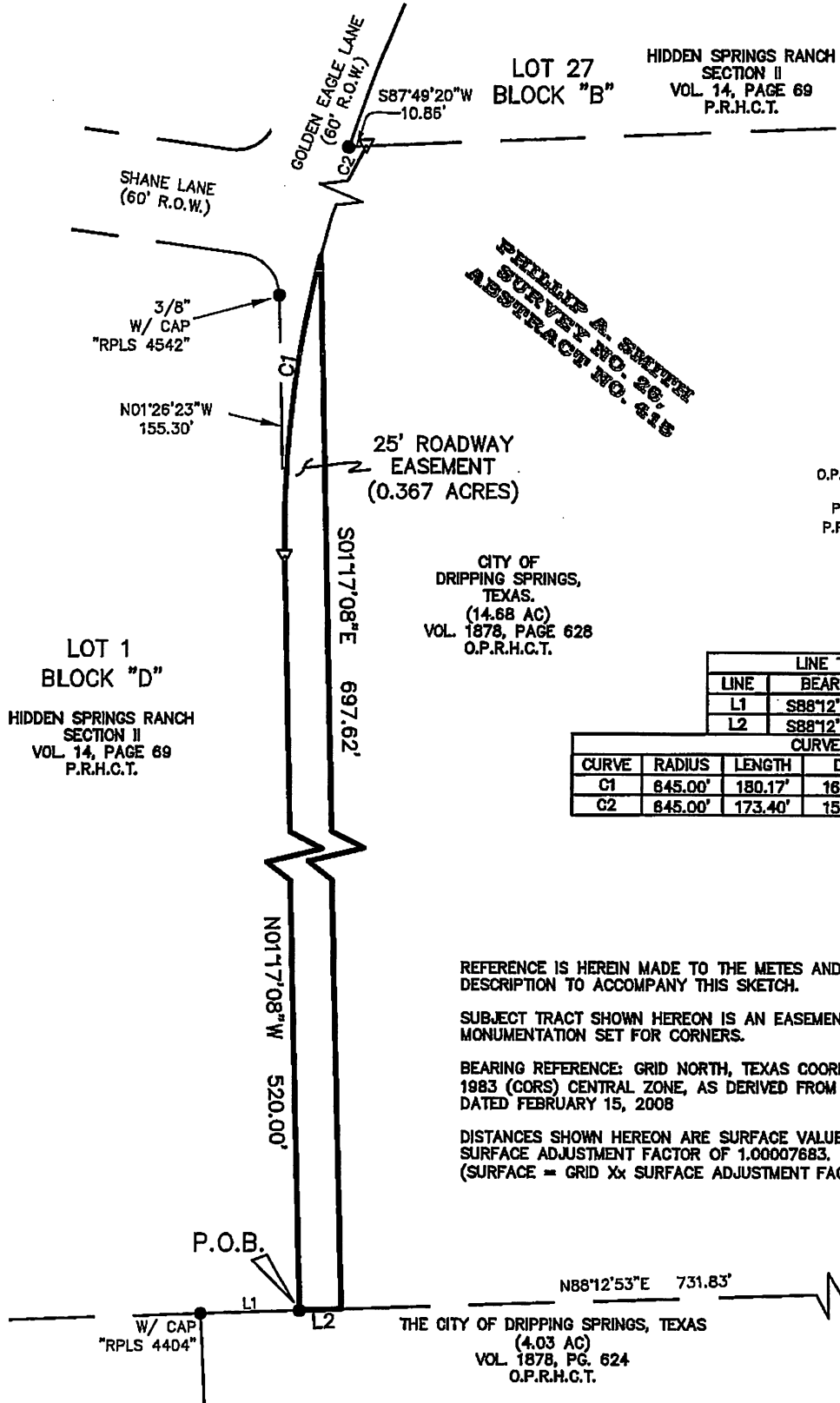


S:\4520101_Drawings\4520101_Easement_25' Roadway.dwg 10/23/2009 9:06:31 AM CDT

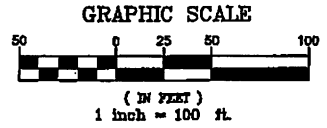
SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1

Item # 2.



PHILIP A. ESCOBAR
SURVEY NO. 26
ABSTRACT NO. 418



- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

CITY OF DRIPPING SPRINGS, TEXAS.
(14.68 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	60.03'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	180.17'	16°00'17"	N06°43'00"E	179.59'
C2	645.00'	173.40'	15°24'12"	N22°25'14"E	172.88'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID Xx SURFACE ADJUSTMENT FACTOR)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT (45.53 ACRES) VOL. 2953, Pg. 181 O.P.R.H.C.T.

N88°12'53"E 731.83'

THE CITY OF DRIPPING SPRINGS, TEXAS (4.03 AC) VOL. 1878, PG. 624 O.P.R.H.C.T.

SURVEYED BY:

Miguel A. Escobar

MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 290209



S:\4520101\Drawings\4520101_Easement_25' Roadway.dwg 10/23/2009 9:06:31 AM CDT



3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819

Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

*MAS
24 Oct 09*

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.


Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



DRAINAGE EASEMENT

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated _____, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$ 10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement in, along, upon and across the property which is situated in the County of Hays, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the City deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the City.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its

violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

B:\05560\05560-04\City Exchange\Drainage Easement.doc

Exhibit " " "
 Page 1 of 2
 October 29, 2009

5' Easement
 3,530 Square Feet of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

MAS
29 Oct 09

Exhibit " "
Page 2 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

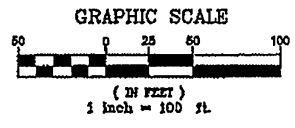
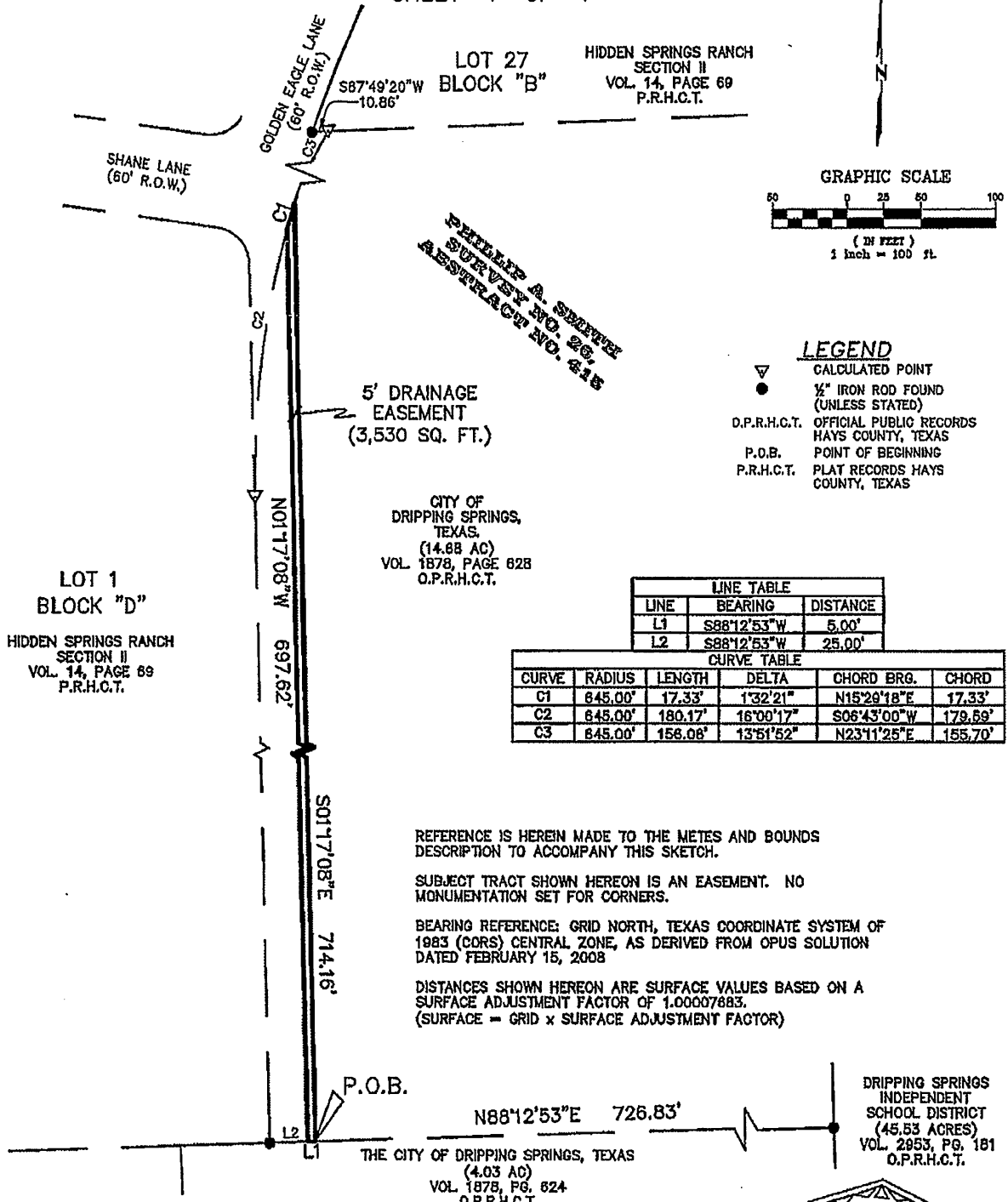
Handwritten signature of Miguel A. Escobar

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

5' DRAINAGE EASEMENT
SHEET 1 OF 1



- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - D.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

LINE TABLE					
LINE	BEARING	DISTANCE			
L1	S88°12'53"W	5.00'			
L2	S88°12'53"W	25.00'			

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	17.33'	1°32'21"	N15°29'18"E	17.33'
C2	645.00'	180.17'	16°00'17"	S06°43'00"W	179.69'
C3	645.00'	156.08'	13°51'52"	N23°11'25"E	155.70'

CITY OF DRIPPING SPRINGS, TEXAS.
(14.88 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

LOT 1
BLOCK "D"
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007883.
(SURFACE = GRID x SURFACE ADJUSTMENT FACTOR)

P.O.B.
N88°12'53"E 726.83'
THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1875, Pg. 624
O.P.R.H.C.T.

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT (45.53 ACRES)
VOL. 2953, Pg. 181
O.P.R.H.C.T.

S:\4520101\Drawings\4520101_Easement_5' Drainage.dwg 10/23/2009 10:53:35 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers - Surveyors Fax: (512) 327-2973

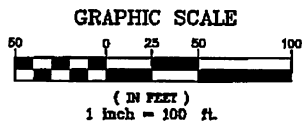
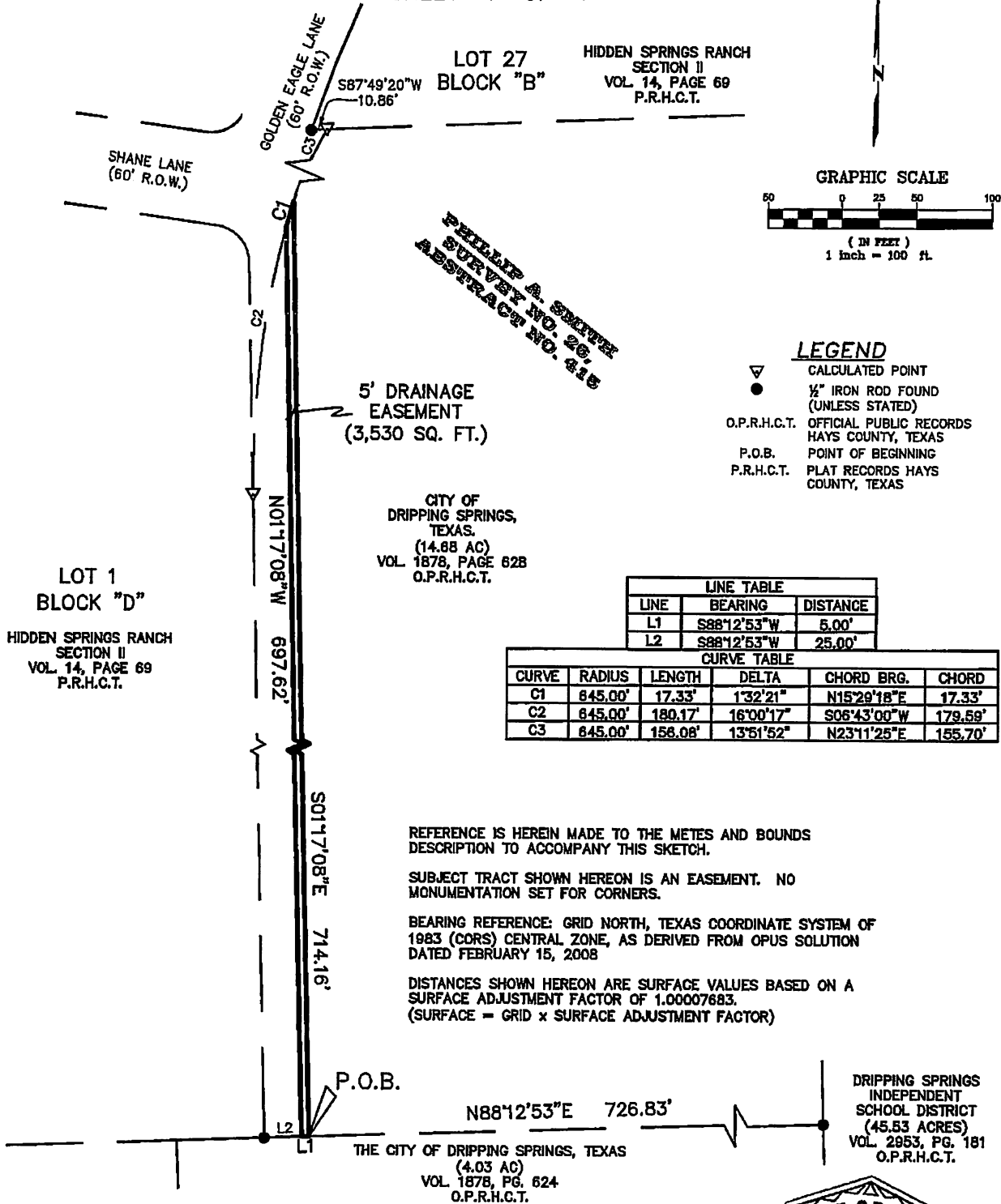
SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

Item # 2.

5' DRAINAGE EASEMENT
SHEET 1 OF 1



PHILIP A. SMITH
SURVEY NO. 20,
ABSTRACT NO. 42B

- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	5.00'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	17.33'	1°32'21"	N15°29'18"E	17.33'
C2	645.00'	180.17'	16°00'17"	S08°43'00"W	179.59'
C3	645.00'	156.08'	13°51'52"	N23°11'25"E	155.70'

CITY OF DRIPPING SPRINGS, TEXAS.
(14.88 AC)
VOL. 1878, PAGE 82B
O.P.R.H.C.T.

LOT 1
BLOCK "D"
HIDDEN SPRINGS RANCH
SECTION II
VOL. 14, PAGE 69
P.R.H.C.T.

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID x SURFACE ADJUSTMENT FACTOR)

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

S:\4520101\Drawings\4520101_Easement_5' Drainage.dwg 10/23/2009 10:53:35 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



Exhibit " "
Page 1 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

Handwritten signature and date: MDS 29 Oct 09

Exhibit " "
Page 2 of 2
October 29, 2009

5' Easement
3,530 Square Feet of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

[Handwritten signature of Miguel A. Escobar]

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



VACATION OF RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

- A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 4, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");
- B. The land described in the Plat (the "Property") is located within the city limits of the City;
- C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as sown on the Plat and located on land owned by the City (the "Right-of-Way");
- D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

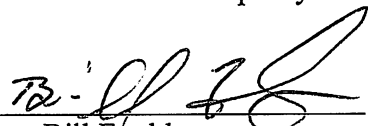
The City hereby abandons and vacates the Right-of Way as follows:

- 1. All references to and authority of the Right-of-Way is hereby removed, deleted and vacated from the Plat.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: November 11, 2009

CITY:
The City of Dripping Springs, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This instrument was acknowledged before me on this 11th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general law~~s~~ municipality, on behalf of said municipality.

jk

John Touchstone
Notary Public, State of Texas

My Commission expires: 10/08/2011

Item # 2.

SCALE 1" = 120'

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 8853, PG. 181
(46.69 AC.)
BEARING BASIS
(S 07°14'08" E 800.54')
S 00°14'06" E 859.94'

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-78

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-78

LOT 27, BLK. "B"
(1.98 AC.)
(S 88°15'01" W
70 S.F. BETWEEN DEDICATED R.O.W. AND PLAT DEDICATION
-371 S.F. DEDICATED BY HIDDEN SPRINGS RANCH II PLAT
(184 SQ. FT RECORD))

LOT 24, BLK. "B"
(1.67 AC.)
HIDDEN SPRINGS RANCH SEC. II RECORD BEARING)

LOT 1, BLK. "C"
(1.80 AC.)

N 88°50'32" E 662.47'
(N 88°50'32" E 662.47')

SHANE LANE
(60' R.O.W.)

LINE	BEARING	DISTANCE
L1	S 09°10'50" W	0.62

14.67 ACRES

THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1878, PG. 628
(14.68 ACRES)

HIDDEN SPRINGS RANCH
SECTION II
BOOK 14, PGS. 69-78

LOT 1, BLK. "D"
(5.22 AC.)

P. A. SMITH
NO. 26

0.97 APPROX. ACRE IN THIS ROAD EASEMENT AREA
(SOUTHERN AREA)

POINT OF BEGINNING
14.67 Ac.

S 89°13'51" W .756.88' (S 89°13'51" W 756.88')
THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1879, PG. 884
(4.08 ACRES)

HILLTOP CAMPUS, LTD.
VOL. 1780, PG. 747
(19.21 ACRES)

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 1084, PG. 148
(40.0514 ACRES)

LEGEND

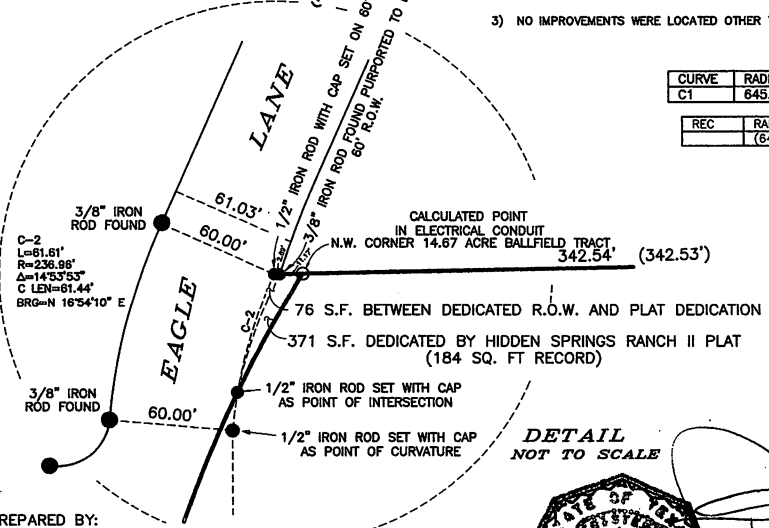
- ◁ RECORD INFORMATION
- 3/8" IRON ROD FOUND
- V/CAP 84548 QUALICISE NOTED
- CALCULATED POINT UNLESS NOTED

NOTES:

- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
- 2) REFERENCED ATTACHED DESCRIPTION FOR 14.67 ACRE TRACT OF LAND.
- 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	645.00'	353.85'	349.43'	N 15°28'57" E	31°25'56"

REC	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
	(645.00')	354.44'	350.00'	N 15°28'23" E	31°29'07"



SURVEY PLAT

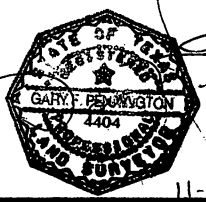
OF
14.67 ACRES

OUT OF THE
PHILLIP A. SMITH
SURVEY NO. 26,
HAYS COUNTY, TEXAS

PREPARED BY:

GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664

DETAIL
NOT TO SCALE



11-06-2009

JOB NO. 09-5316
FILE: BALLFIELD.FIN.DWG
CRD FILE: BALLFIELD.FIN.CRD

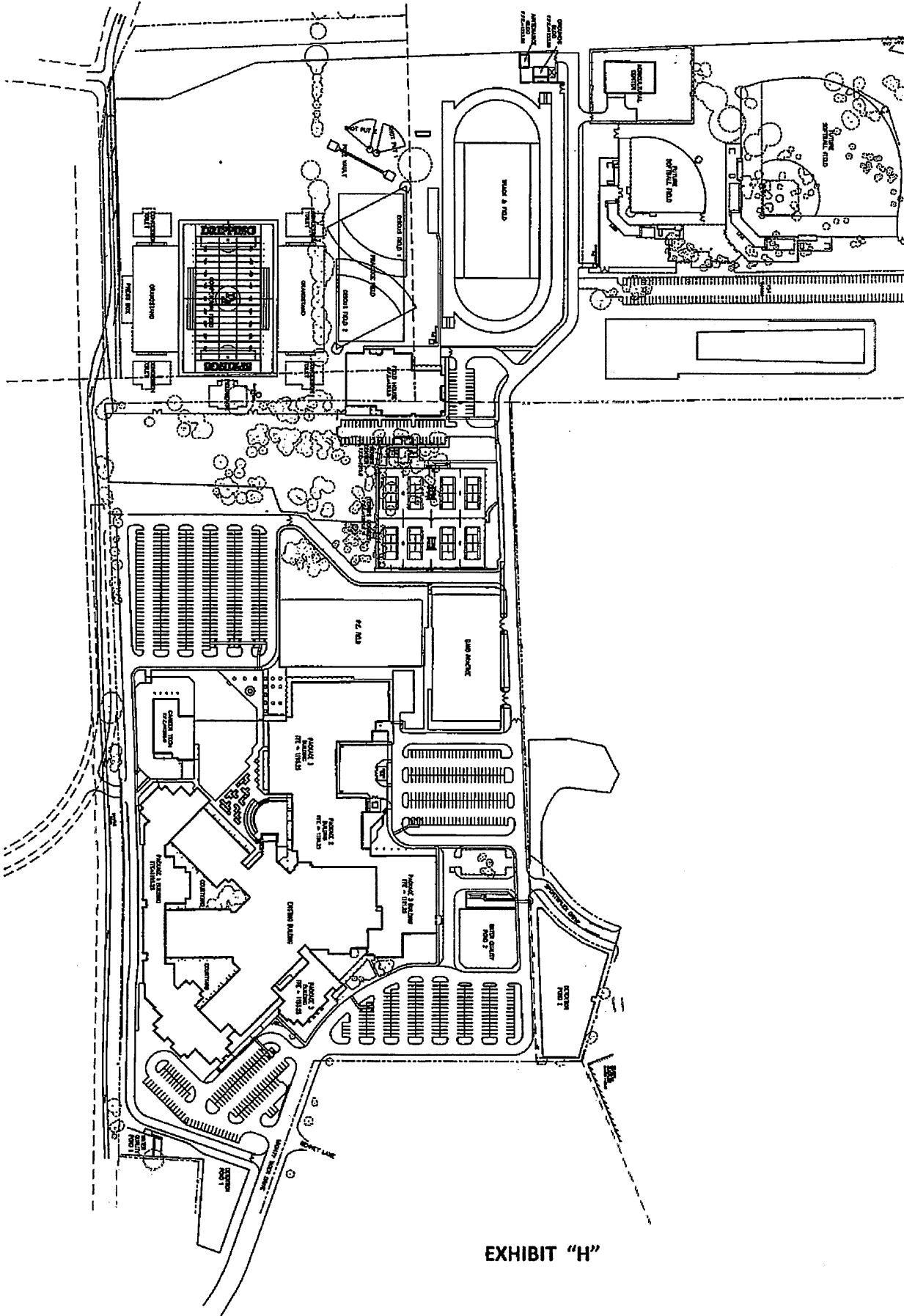
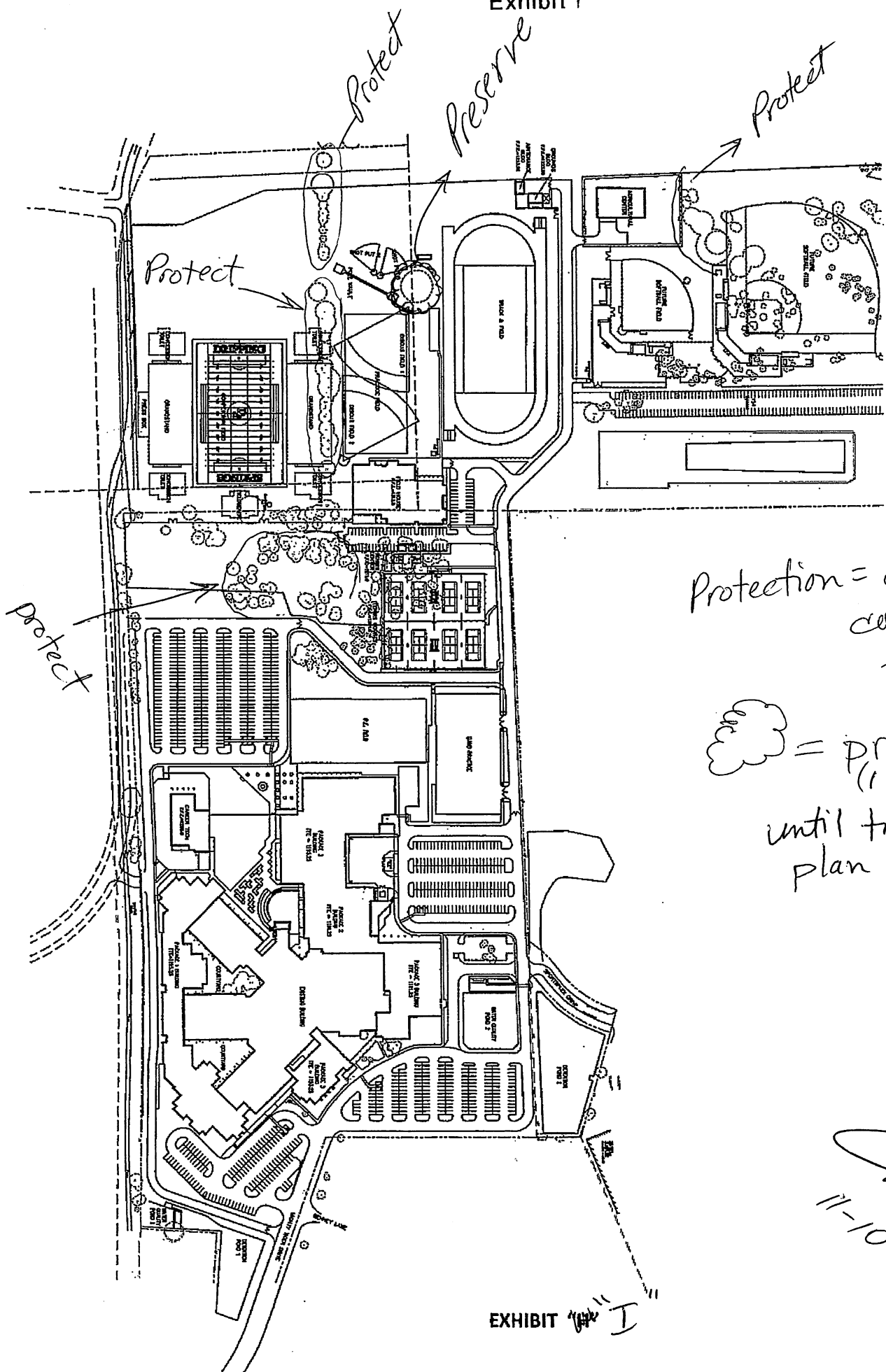


EXHIBIT "H"



Protection = orange construction fence

☁ = preserve - (1 tree) until tree mitigation plan is presented

11-10-09

COPY

VACATION OF RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

- A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 14, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");
- B. The land described in the Plat (the "Property") is located within the city limits of the City;
- C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as shown on the Plat and located on land owned by the City (the "Right-of-Way");
- D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

The City hereby abandons and vacates the Right-of Way as follows:

- 1. All references to, and authority of, the Right-of-Way is hereby removed, deleted and vacated from the Plat, and the Right-of-Way and the use thereof is hereby removed, deleted and vacated.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: 11-13-09

CITY:

The City of Dripping Springs, Texas
A general laws municipality

By: Bill Foulds

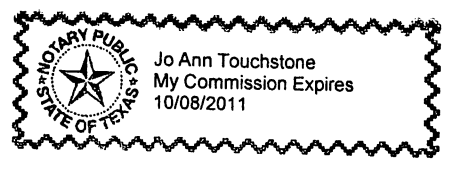
Name: Bill Foulds
Title: Mayor Pro Tem

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this 13th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
Notary Public, State of Texas

My Commission expires: 10/08/2011



COPY

VACATION OF RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS VACATION OF RIGHT-OF-WAY (the "Vacation") is executed by the City of Dripping Springs, Texas, a general laws municipality (the "City").

RECITALS

- A. That certain plat describing Hidden Springs Ranch, Section II located in Hays County, Texas was recorded in Volume 14, Pages 69-72, of the Plat Records of Hay County, Texas (the "Plat");
- B. The land described in the Plat (the "Property") is located within the city limits of the City;
- C. On the Plat, there is designated a right-of-way dedicated by the City which is contiguous to Lot 1 as shown on the Plat and located on land owned by the City (the "Right-of-Way");
- D. The City no longer needs the use of the Right-of-Way and desires to vacate the Right-of-Way from the Plat;

VACATION

The City hereby abandons and vacates the Right-of Way as follows:

- 1. All references to, and authority of, the Right-of-Way is hereby removed, deleted and vacated from the Plat, and the Right-of-Way and the use thereof is hereby removed, deleted and vacated.

Except as specifically vacated herein, all other terms, conditions and covenants of the Plat, as herein modified, shall continue in full force and effect.

Dated: 11-13-09

CITY:

The City of Dripping Springs, Texas
A general laws municipality

By: Bill Foulds

Name: Bill Foulds
Title: Mayor Pro Tem

STATE OF TEXAS

§
§
§

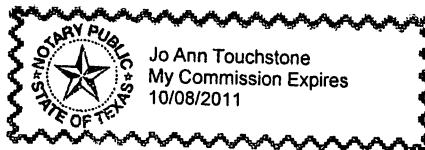
COUNTY OF HAYS

This instrument was acknowledged before me on this 13th day of November, 2009 by Bill Foulds, as Mayor Pro Tem of the City of Dripping Springs, Texas, a Texas general laws municipality, on behalf of said municipality.

Jo Ann Touchstone

Notary Public, State of Texas

My Commission expires: 10/08/2011



COPY

GENERAL WARRANTY DEED
(EXCHANGE DEED)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 14.67 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: Bill Foulds
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 11th day of November, 2009 by Bill Foulds, Mayor Pro Tem of the City of Dripping Springs, Hays County, Texas, a general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 11/08/2011

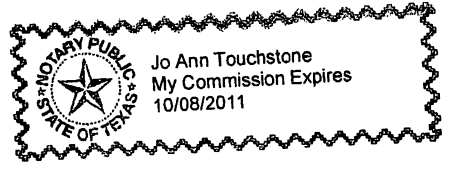


EXHIBIT "A"

STATE OF TEXAS
COUNTY OF HAYS

14.67 ACRES
PHILLIP A. SMITH SURVEY

A DESCRIPTION OF A 14.67 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING ALL OF CALLED 14.68 ACRE TRACT OF LAND DESCRIBED IN A DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 628, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 14.67 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod found for the southeast corner of the herein described 14.67 acre tract of land, said iron rod being the northeast corner of a called 4.03 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 624, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 89°13'51"W, with the north line of said 4.03 acre tract, and the south line of the herein described 14.67 acre tract of land, a distance of 756.86 feet to a 1/2 inch iron rod set with cap for the southwest corner of the herein described 14.67 acre tract of land, said iron rod also being the southeast corner of Lot 1, Block "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

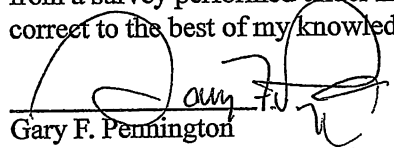
THENCE N 00°16'10"W, with the west line of the herein described 14.67 acre tract of land, and the east line of said Lot 1, a distance of 520.00 feet to a 1/2 inch iron rod set with cap for the point of curvature in the west line of the herein described 14.67 acre tract of land;

THENCE along the arc of a curve to the right, a distance of 353.85 feet, said curve having a radius of 645.00 feet, a chord bearing of N 15°29'57"E, and distance of 349.43 feet to a calculated point for the northwest corner of the herein described 14.67 acre tract of land, said point also being in the south line of Lot 27, Block "B", of said Hidden Springs Ranch Section II;

THENCE N 88°50'32"E, with the north line of the herein described 14.67 acre tract of land, and the southern line of said Hidden Springs Ranch Section II, a distance of 662.47 feet to a 1/2 inch iron rod found in the west line of said 45.53 acre tract, for the northeast corner of the herein described 14.67 acre tract of land;

THENCE S 00°14'06"E, with the east line of the herein described 14.67 acre tract of land, and the west line of said 45.53 acre tract, a distance of 859.94 feet to the **POINT OF BEGINNING** containing 14.67 acres of land.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.



Gary F. Pennington
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

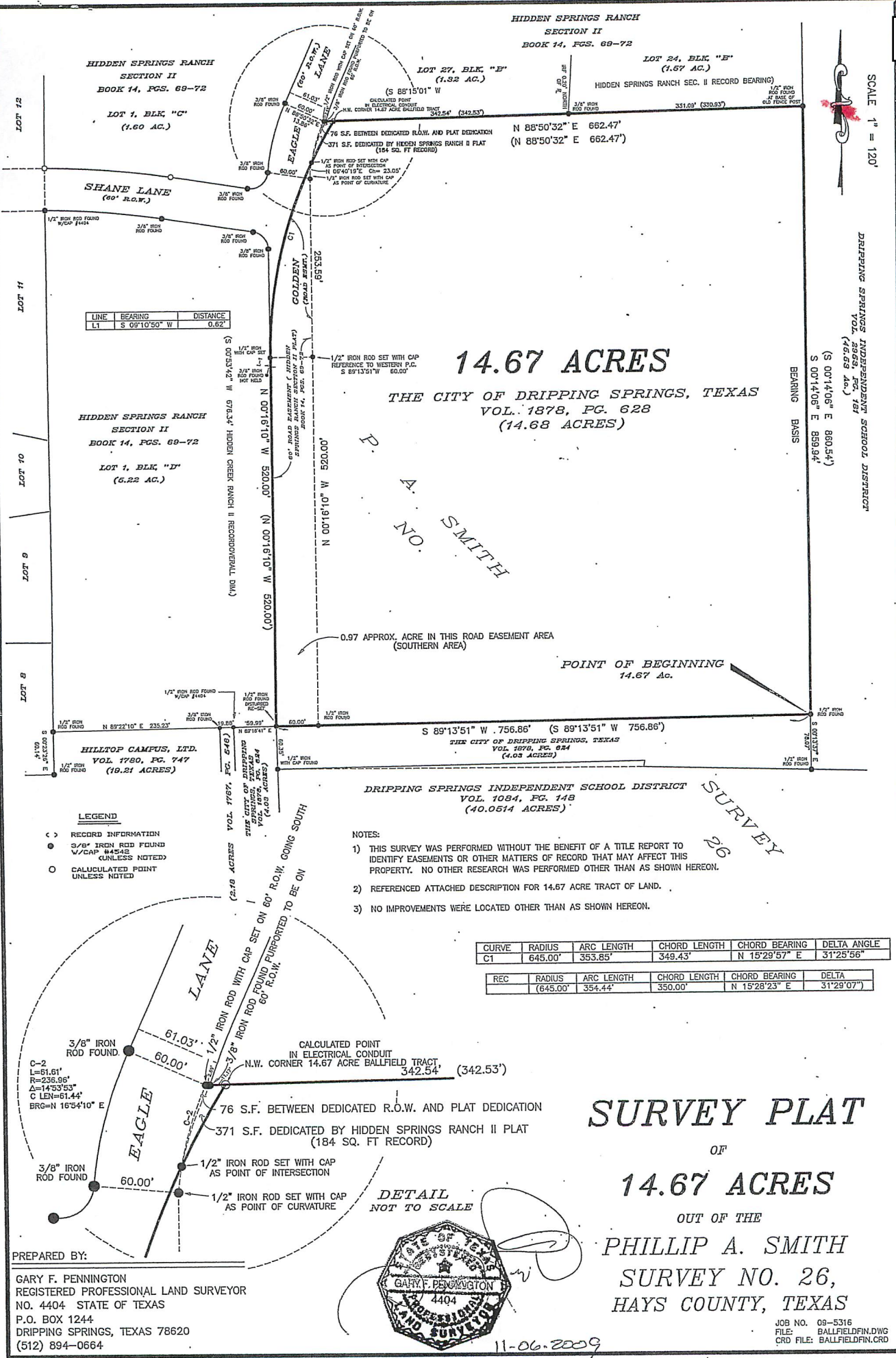
11-06-2009
Date



89172

SCALE 1" = 120'

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT
VOL. 146.69 AC. (146.69 AC.)
(S 00°14'06" E 860.54')
S 00°14'06" E 889.94'



14.67 ACRES

THE CITY OF DRIPPING SPRINGS, TEXAS
VOL. 1878, PG. 628
(14.68 ACRES)

P. A. SMITH

0.97 APPROX. ACRE IN THIS ROAD EASEMENT AREA (SOUTHERN AREA)

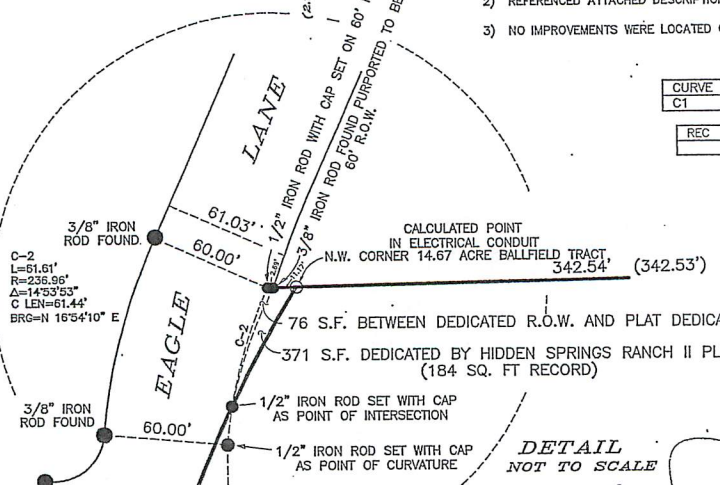
POINT OF BEGINNING
14.67 Ac.

- LEGEND**
- ◁ RECORD INFORMATION
 - 3/8" IRON ROD FOUND
 - UNLESS NOTED
 - CALCULATED POINT UNLESS NOTED

- NOTES:**
- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
 - 2) REFERENCED ATTACHED DESCRIPTION FOR 14.67 ACRE TRACT OF LAND.
 - 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	645.00'	353.85'	349.43'	N 15°29'57" E	31°25'56"

REC	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
	645.00'	354.44'	350.00'	N 15°28'23" E	31°29'07"



SURVEY PLAT

OF
14.67 ACRES

OUT OF THE
**PHILLIP A. SMITH
SURVEY NO. 26,
HAYS COUNTY, TEXAS**

PREPARED BY:
GARY F. PENNINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TEXAS 78620
(512) 894-0664



JOB NO. 09-5316
FILE: BALLFIELDPIN.DWG
CRD FILE: BALLFIELDPIN.CRD

11272

11-06-2009

COPY

GENERAL WARRANTY DEED
(EXCHANGE DEED)

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, a general laws municipality ("Grantor"), for and in consideration of the exchange of the Property (hereinafter defined) of even date herewith for that certain real property owned by DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT ("Grantee") and located in Hays County, Texas, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the real property containing 1.12 acres, more or less, and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

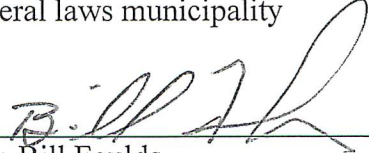
This conveyance, however, is made and accepted expressly subject to any and all easements, rights-of-way and prescriptive rights, whether of record or not; all recorded restrictions, reservations, encumbrances, covenants, conditions, oil and gas leases and mineral reservations if any, relating to or affecting the Property; rights of adjoining owners in any walls and fences situated along a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of November, 2009.

"GRANTOR"

The City of Dripping Springs, Hays County, Texas
A general laws municipality

By: 
Name: Bill Foulds
Title: Mayor Pro Tem

Grantee's Address:
510 W. Mercer
P O Box 479
Dripping Springs, Texas 78620

STATE OF TEXAS §
 §
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 11th day of November, 2009 by Bill Fuels, Mayor Pro Tem of the City of Dripping Springs, Hays County, Texas, a general laws municipality, on behalf of said municipality.

Jo Ann Touchstone
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 10/08/2011

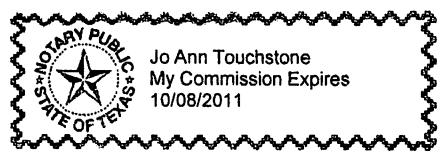


EXHIBIT "A"

STATE OF TEXAS
COUNTY OF HAYS

1.12 ACRES
PHILLIP A. SMITH SURVEY

A DESCRIPTION OF A 1.12 ACRE TRACT OF LAND OUT OF THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING A PORTION OF A CALLED 4.03 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED CONVEYED TO THE CITY OF DRIPPING SPRINGS, TEXAS, IN VOLUME 1878, PAGE 624, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 1.12 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS;

BEGINNING at a ½ inch iron rod found for the northeast corner of the herein described 1.12 acre tract of land, said iron rod being the southeast corner of a called 14.68 acre tract of land described in a Special Warranty Deed to The City Of Dripping Springs, Texas, recorded in Volume 1878, Page 628, Official Public Records of Hays County, Texas, said iron rod also being in the west line of a called 45.53 acre tract of land described in a Warranty Deed to Dripping Springs Independent School District, recorded in Volume 2953, Page 181, Official Public Records of Hays County, Texas;

THENCE S 00°13'37"E, with the east line of the herein described 1.12 acre tract of land, and the west line of said 45.53 acre tract, a distance of 78.07 feet to a ½ inch iron rod found for the southeast corner of the herein described 1.12 acre tract of land, from which a ½ inch iron rod found (origin unknown) bears, S 85°20'22"W, a distance of 6.06 feet for reference, said ½ inch iron rod found (southeast corner of herein described 1.12 acre tract of land) also being in the north line of a called 40.0514 acre tract of land described in a deed to Dripping Springs Independent School District, recorded in Volume 1084, Page 148, Official Public Records of Hays County, Texas;

THENCE N 88°29'53"W, with the south line of the herein described 1.12 acre tract of land and the north line of said 40.0514 acre tract, a distance of 238.29 feet to a 60d nail found in wood fence post for an angle point in the south line of the herein described 1.12 acre tract of land;

THENCE with the south line of the herein described 1.12 acre tract of land and a south line of said 4.03 acre parent tract, the following two (2) courses and distances:

- 1) N 07°26'59"E, a distance of 8.69 feet to a 60d nail found in wood fence post, and
- 2) S 89°11'45"W, a distance of 518.56 feet to a ½ inch iron rod found for the southwest corner of the herein described 1.12 acre tract of land;

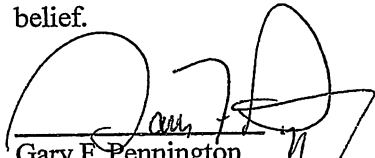
THENCE N 01°25'55"W, crossing said 4.03 acre parent tract, leaving the north line of said 40.0514 acre tract, and with the west line of the herein described 1.12 acre tract of land, a distance of 60.35 feet to a ½ inch iron rod found for the northwest corner of the herein described 1.12 acre tract of land, said iron rod being

the southwest corner of said 14.68 acre tract, said iron rod also being the southeast corner of Lot 1, Blk. "D", Hidden Springs Ranch Section II, a subdivision recorded in Book 14, Page 69, Plat Records of Hays County, Texas;

THENCE N 89°13'51"E, with the north line of the herein described 1.12 acre tract of land and the south line of said 14.68 acre tract, a distance of 756.86 feet to the **POINT OF BEGINNING** containing 1.12 acres of land.

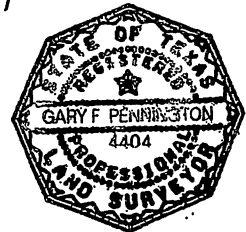
Bearing Basis for the herein described 1.12 acre tract of land is the east line of said 14.68 acre tract, having a bearing of N 00°14'06"W, and a distance of 859.94 feet.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during November of 2009, and is true and correct to the best of my knowledge and belief.

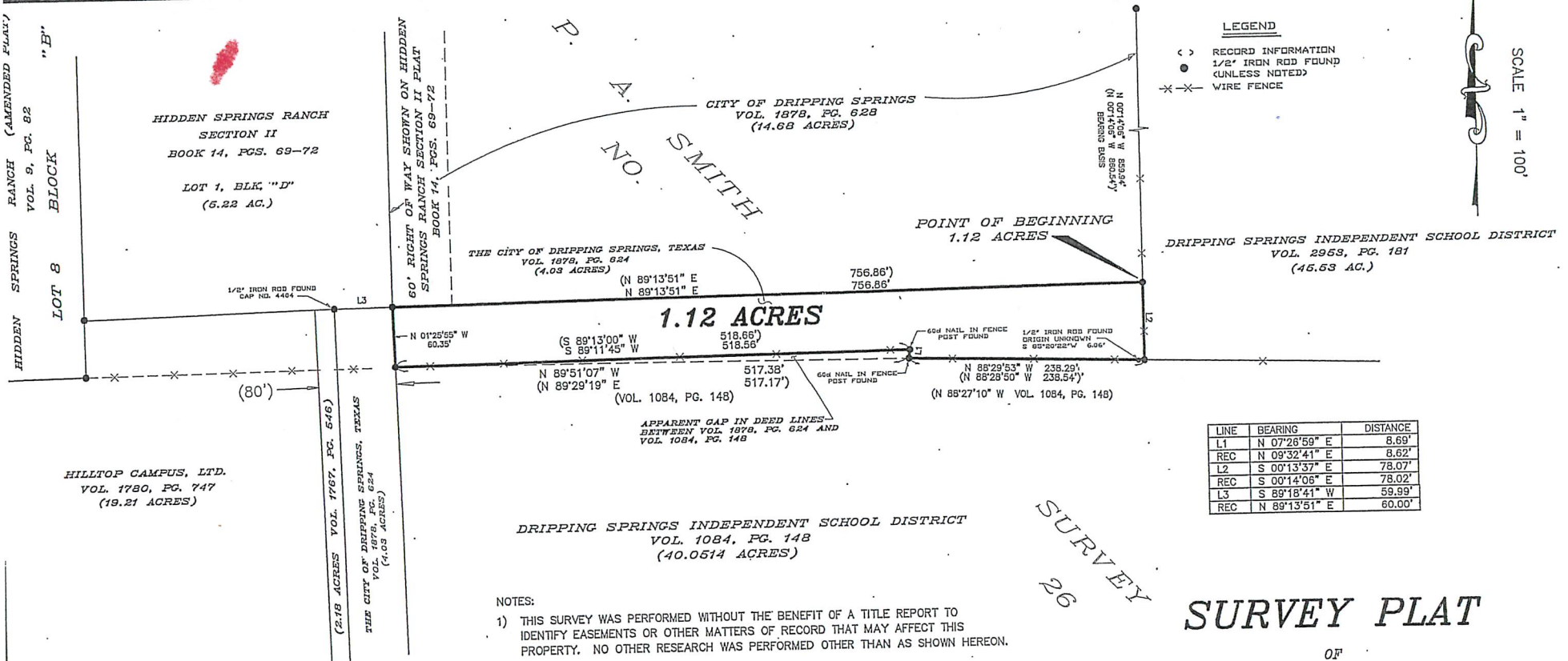


Gary F. Pennington
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244, Dripping Springs, Texas 78620, (512) 894-0664

11-09-2009
Date



SCALE 1" = 100'



LEGEND
 < > RECORD INFORMATION
 ● 1/2" IRON ROD FOUND (UNLESS NOTED)
 X-X WIRE FENCE

LINE	BEARING	DISTANCE
L1	N 07°28'59" E	8.69'
REC	N 09°32'41" E	8.62'
L2	S 00°13'37" E	78.07'
REC	S 00°14'06" E	78.02'
L3	S 89°18'41" W	59.99'
REC	N 89°13'51" E	60.00'

- NOTES:**
- 1) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS PROPERTY. NO OTHER RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.
 - 2) REFERENCED ATTACHED DESCRIPTION FOR 1.12 ACRE TRACT OF LAND.
 - 3) NO IMPROVEMENTS WERE LOCATED OTHER THAN AS SHOWN HEREON.

CERTIFICATION
 I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS PLAT WAS PERFORMED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING NOVEMBER 2009, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY F. PENNINGTON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4404 STATE OF TEXAS
 P.O. BOX 1244
 DRIPPING SPRINGS, TEXAS 78620
 (512) 894-0664

09.11.2009



SURVEY
 26

SURVEY PLAT
 OF
1.12 ACRES
 OUT OF THE
PHILLIP A. SMITH
SURVEY NO. 26
HAYS COUNTY, TEXAS

JOB NO. 09-5316
 FILE: CITYBALLSTRIP.DWG
 CRD FILE: CITYBALLSTRIP.CRD
 UPDATED NOV. 9, 2009 (ROTATED TO 14.67 ACRE TRACT)

Pg 3 of 3

COPY

RIGHT OF WAY EASEMENT

60'

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.



Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009

by Texas Drivers License


Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 60 foot.doc

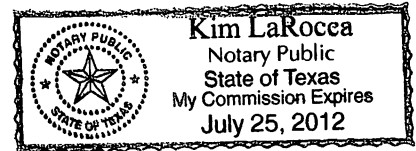


Exhibit " "
Page 1 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.936 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.936 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod, found for the northeast corner of said 14.68 acre tract, same point being in the west line of that certain called 45.53 acre tract of land described in Volume 2953, Page 181 said Official Public Records and same point being the southeast corner of Lot 24, Block B, Hidden Springs Ranch Section II, recorded in Volume 14, Page 69, of the Plat Records of Hays County, Texas, for the northeast corner of the herein described tract;

THENCE, South 01°15'19" East, with the common line of said 14.68 acre tract and said 45.53 acre tract, a distance of 60.00 feet, to a point for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract bears South 01°15'19" East a distance of 799.85 feet;

THENCE, South 87°49'20" West, parallel with and 60.00 feet south of the north line of said 14.68 acre tract of land, a distance of 695.46 feet to a point on the east right-of way line of that certain roadway known as Golden Eagle Lane dedicated by Volume 14, Page 69, said Plat Records, said east right-of-way line of Golden Eagle Lane being a curve to the right, having a radius of 645.00 feet;

THENCE, in a northeasterly direction, with said east right-of-way line of Golden Eagle Lane, an arc distance of 68.79 feet and whose chord bears North 27°04'02" East, a distance of 68.75 feet to a calculated point for the northwest corner of said 14.68 acre tract of land in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II;

MAC
29 Oct 09

Exhibit " "
Page 2 of 2
October 29, 2009

Easement
0.936 Acres
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE, North 87°49'20" East, with the north boundary line of said 14.68 acre tract of land, same line being a south boundary line of said Hidden Springs Ranch Section II, a distance of 662.83 feet to the POINT OF BEGINNING, containing 0.936 acres of land, more or less, within these metes and bounds.

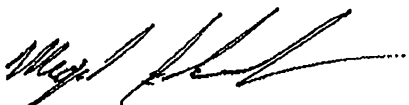
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

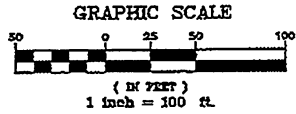


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



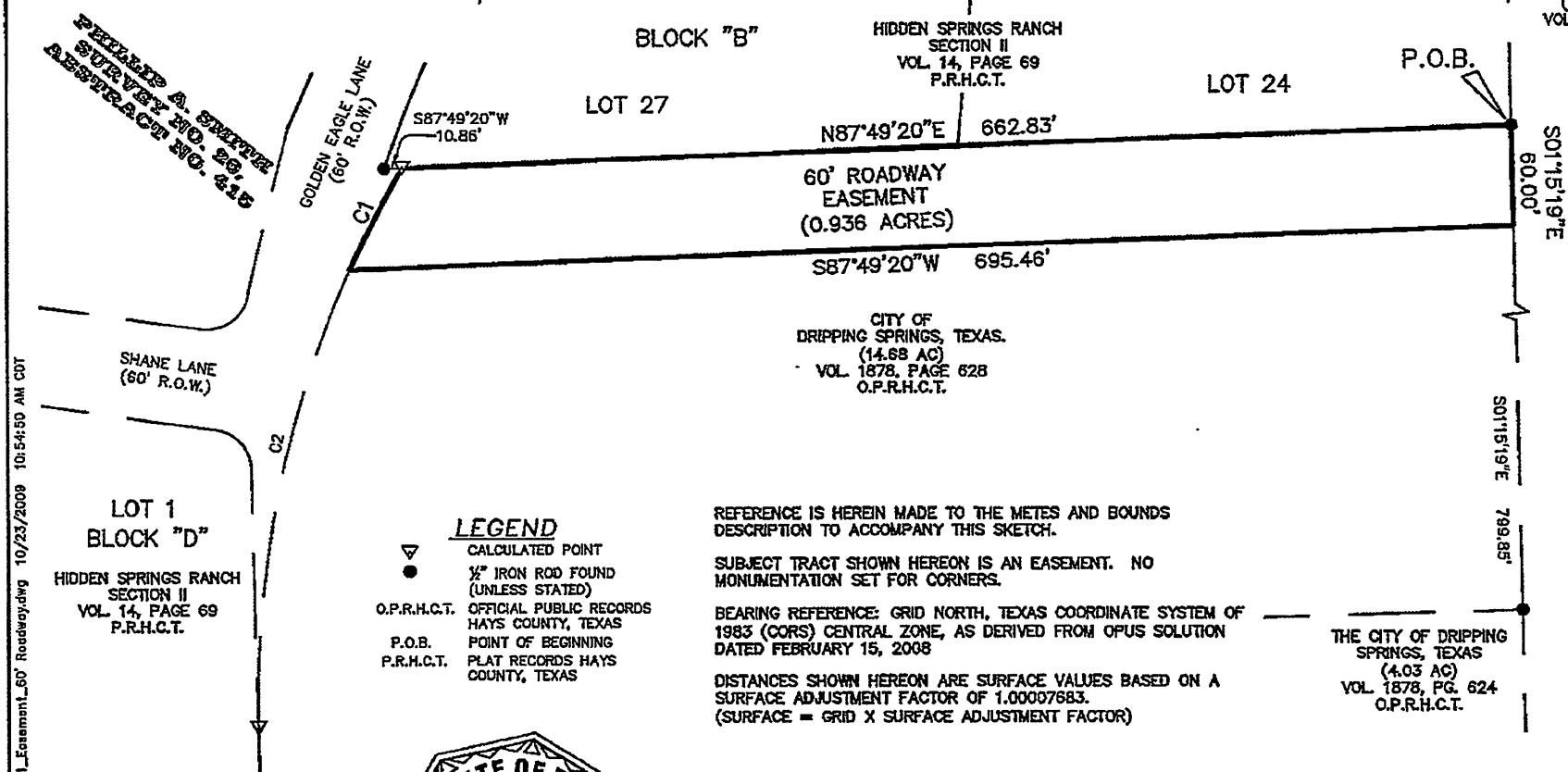
SKETCH TO ACCOMPANY DESCRIPTION

60' ROADWAY EASEMENT SHEET 1 OF 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	68.79'	6°06'37"	N27°04'02"E	68.75'
C2	645.00'	284.79'	25°17'52"	S11°21'47"W	282.48'

DRIPPING SPRINGS
INDEPENDENT
SCHOOL DISTRICT
(45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.



CITY OF
DRIPPING SPRINGS, TEXAS.
(14.68 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE CITY OF DRIPPING SPRINGS, TEXAS
(4.03 AC)
VOL. 1878, PG. 624
O.P.R.H.C.T.

LEGEND

- ▼ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING PLAT RECORDS HAYS COUNTY, TEXAS



SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 Oct 09



3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Tel.: (512) 327-2946
Fax: (512) 327-2973

S:\4520101_Drawings\4520101_Easement_60' Roadway.dwg 10/23/2009 10:54:50 AM CDT

Page 3 of 3
Exhibit A

COPY

DRAINAGE EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$ 10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement in, along, upon and across the property which is situated in the County of Hays, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the City deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the City.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its

violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.



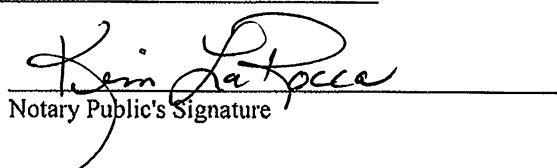
Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009

by Texas Drivers License


Notary Public's Signature

B:\05560\05560-04\City Exchange\Drainage Easement.doc

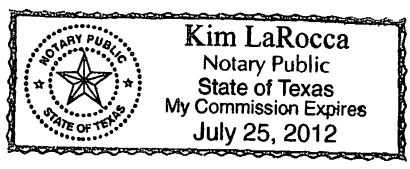


Exhibit " " "
 Page 1 of 2
 October 29, 2009

5' Easement
 3,530 Square Feet of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 3,530 SQUARE FEET OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 3,530 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the south line of said 14.68 acre tract, same line being the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which point a 1/2 inch iron rod found in the west line of that certain 45.53 acre tract of land described in deed to Dripping Springs Independent School District, of record in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas for the southeast corner of said 14.68 acre tract, the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 726.83 feet;

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 5.00 feet to a point, from which point a 1/2 inch iron rod found in the north line of said 4.03 acre tract, for the southwest corner of said 14.68 acre tract and the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II, according to the plat recorded in Volume 14, Page 69 of the Plat Records of Hays County, Texas bears S88°12'53"W a distance of 25.00 feet;

THENCE N01°17'08"W over and across said 14.68 acre tract a distance of 697.62 feet to a point in the east right-of-way line of Golden Eagle Lane (60' R.O.W.) dedicated by said Volume 14, Page 69 and being a curve to the right;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 17.33 feet, a delta angle of 01°32'21" and a chord which bears N15°29'18"E, a distance of 17.33 feet to a point, from which a calculated point for the northwest corner of said 14.68 acre tract and in the south line of Lot 27, Block B of said Hidden Springs Ranch, Section II bears N°23'11"25E a distance of 155.70 feet;

*MMS
29 Oct 09*

Exhibit " " "
 Page 2 of 2
 October 29, 2009

5' Easement
 3,530 Square Feet of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 714.16 feet to the POINT OF BEGINNING, containing 3,530 square feet of land, more or less, within these metes and bounds.

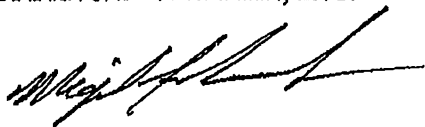
Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

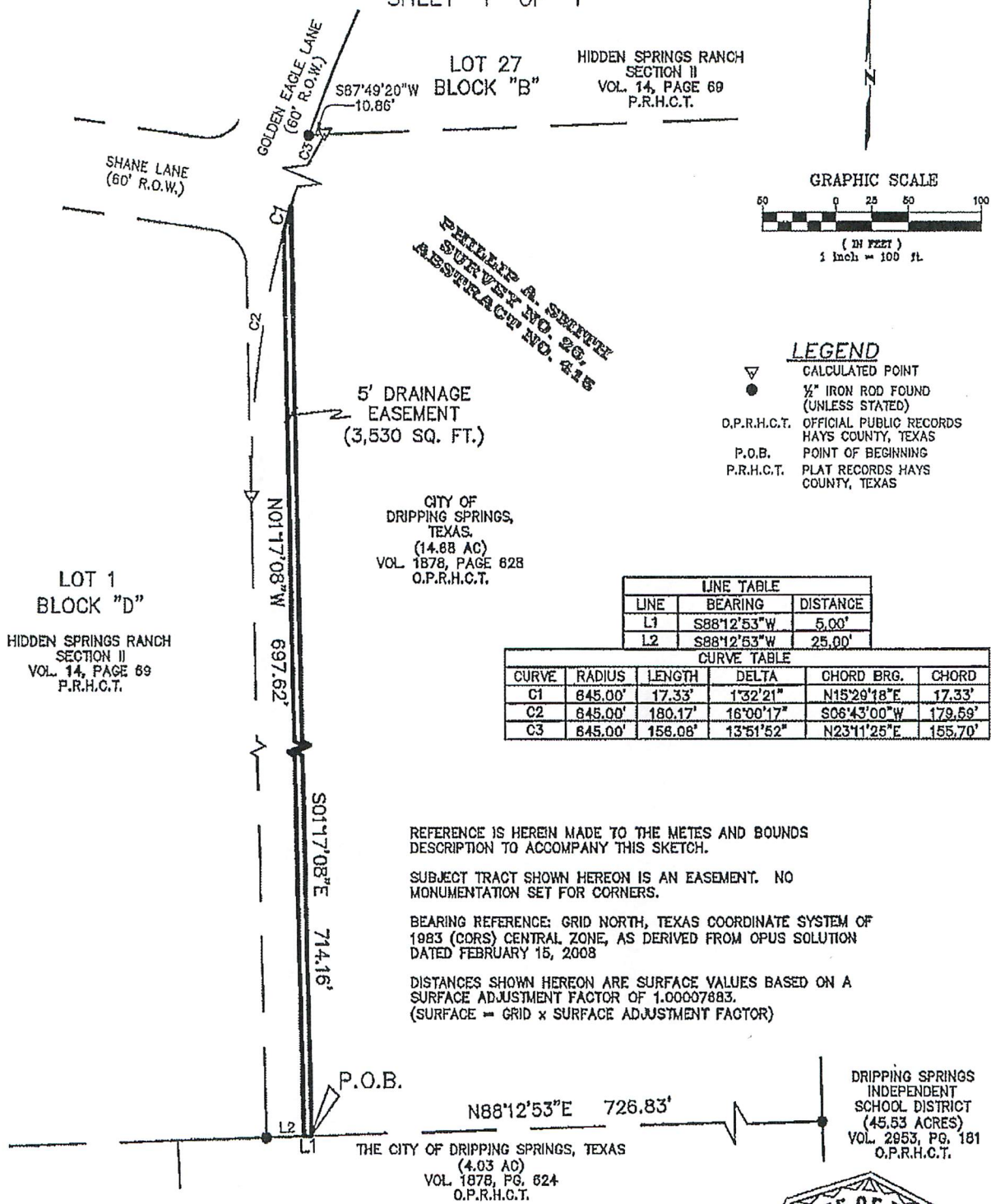


Miguel A. Escobar
 Registered Professional Land Surveyor No. 5630
 State of Texas
 Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

5' DRAINAGE EASEMENT
SHEET 1 OF 1



PHILIP A. SHREVE
SURVEY NO. 28,
ABSTRACT NO. 418

- LEGEND**
- ▽ CALCULATED POINT
 - 1/2" IRON ROD FOUND (UNLESS STATED)
 - O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
 - P.O.B. POINT OF BEGINNING
 - P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	5.00'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	645.00'	17.33'	1°32'21"	N15°29'18"E	17.33'
C2	645.00'	180.17'	16°00'17"	S06°43'00"W	179.59'
C3	645.00'	156.06'	13°51'52"	N23°11'25"E	155.70'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007883. (SURFACE = GRID x SURFACE ADJUSTMENT FACTOR)

S:\4520101_Drawings\4520101_Easement_5' Drainage.dwg 10/23/2009 10:53:35 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen Tel.: (512) 327-2946
Engineers • Surveyors Fax: (512) 327-2973

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 29 oct 09



DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT (45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

COPY

RIGHT OF WAY EASEMENT

25'

THE STATE OF TEXAS

§

COUNTY OF HAYS

§

§

KNOW ALL MEN BY THESE PRESENTS:

That, Dripping Springs Independent School District of the County of Hays, State of Texas, a political subdivision of the State of Texas, Acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) to Grantors in hand paid by the City of Dripping Springs, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and do by these presents Grant, Bargain, Sell and Convey unto the City of Dripping Springs, Texas an easement for road purposes of laying out, opening, constructing, operating, maintaining and reconstructing a road facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in Hays County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

TO HAVE AND TO HOLD the premises described in Exhibit "A" together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the said City of Dripping Springs, Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement described in Exhibit "A" unto the City of Dripping

Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 12 day of November, 2009.

Steve Benesh
President of the Board of Trustees

Acknowledgement

State of Texas
County of Hays

This instrument was acknowledged before me on November 12, 2009

by Texas Drivers License

Notary Public's Signature

B:\05560\05560-04\City Exchange\Right of Way Easement ROA to City 25 foot.doc

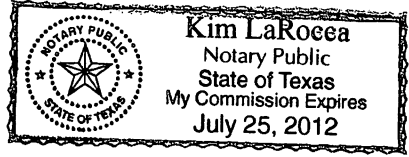


Exhibit " " "
 Page 1 of 2
 October 29, 2009

25' Roadway Easement
 0.367 acres of Land
 Phillip A. Smith, Survey No. 26
 Abstract Number 415
 Hays County, Texas

DESCRIPTION

DESCRIPTION OF 0.367 ACRES OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NUMBER 415, IN HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 14.68 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE CITY OF DRIPPING SPRINGS, TEXAS, OF RECORD IN VOLUME 1878, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.367 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of said 14.68 acre tract, for the southeast corner of Lot 1, Block D, Hidden Springs Ranch, Section II according to the plat recorded in Volume 14, Page 69, Plat Records of Hays County, Texas and in the north line of that certain 4.03 acre tract of land described in deed to the City of Dripping Springs, Texas, of record in Volume 1878, Page 624 of the Official Public Records of Hays County, Texas, from which a 1/2 inch iron rod found with cap stamped "RPLS 4404" for the northwest corner of said 4.03 acre tract bears S88°12'53"W a distance of 60.03 feet;

THENCE N01°17'08"W with the common line of said 14.68 acre tract and said Lot 1, Block D a distance of 520.00 feet to a calculated point at the beginning of a curve to the right in the east right-of-way line of Golden Eagle Lane (60' R.O.W), from which point a 3/8 inch iron rod with cap stamped "RPLS 4542" found in the east line of said Lot 1, Block D and the west right-of-way line of said Golden Eagle Lane bears N01°26'23"W a distance of 155.30 feet;

THENCE with said curve to the right, having a radius distance of 645.00 feet, an arc length of 180.17 feet, a delta angle of 16°00'17" and a chord which bears N06°43'00"E, a distance of 179.59 feet to a point;

THENCE S01°17'08"E over and across said 14.68 acre tract a distance of 697.62 feet to a point in the south line of said 14.68 acre tract and the north line of said 4.03 acre tract, from which point a 1/2 inch iron rod found for the southeast corner of said 14.68 acre tract and the northeast corner of said 4.03 acre tract bears N88°12'53"E a distance of 731.83 feet;

*MAS
29 Oct 09*

Exhibit " " "
Page 2 of 2
October 29, 2009

25' Roadway Easement
0.367 acres of Land
Phillip A. Smith, Survey No. 26
Abstract Number 415
Hays County, Texas

THENCE S88°12'53"W with the south line of said 14.68 acre tract and the north line of said 4.03 acre tract a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.367 acres of land, more or less, within these metes and bounds.

Subject tract described herein is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone, as derived from OPUS solution dated February 15, 2008. Distances hereon are surface values based on a surface adjustment factor of 1.00007683. (Ground = Grid x Surface Adjustment Factor)

I hereby certify that this description was prepared from a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

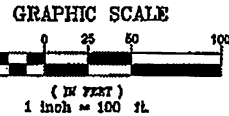
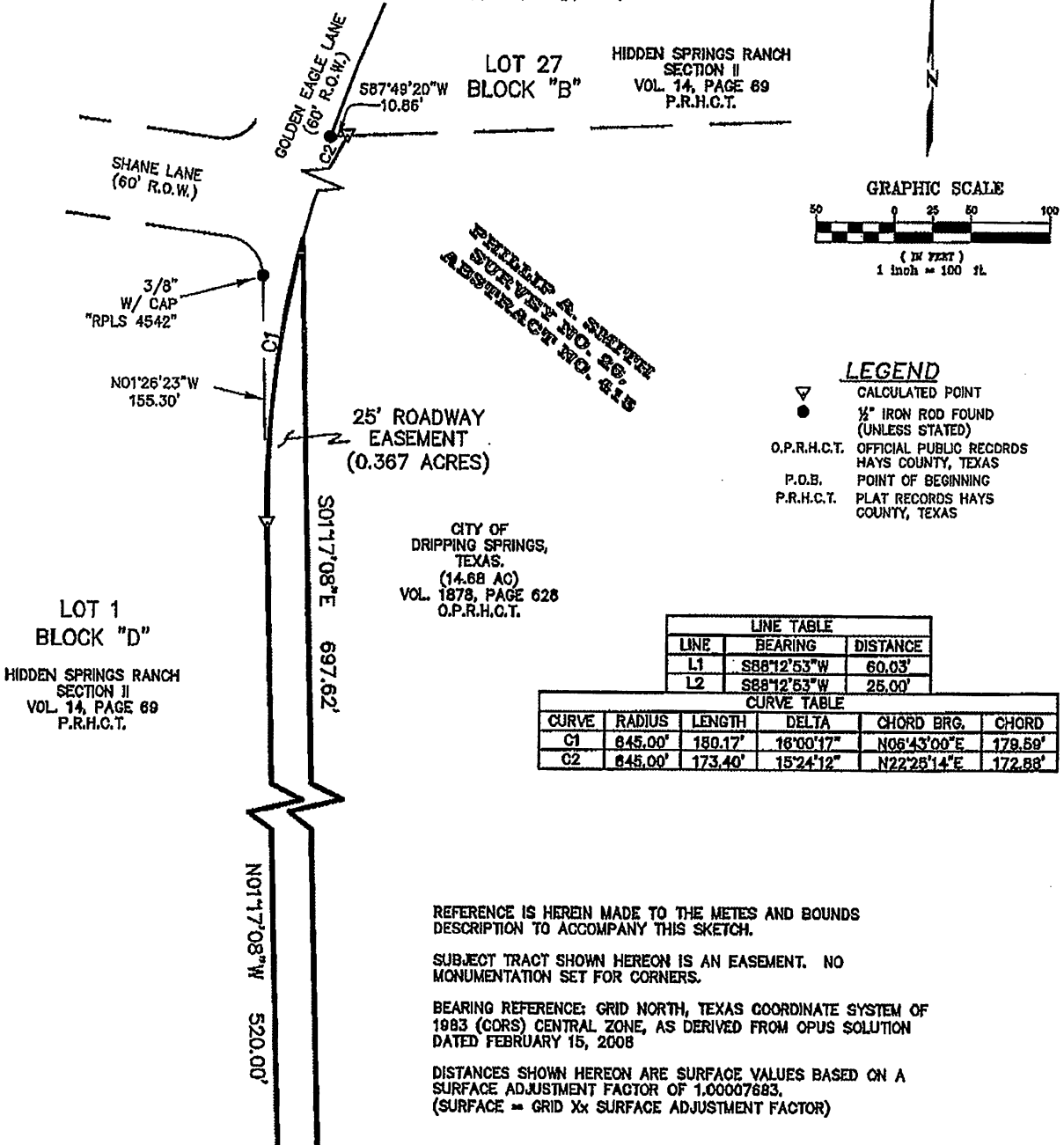


Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
State of Texas
Date: 29 Oct 09



SKETCH TO ACCOMPANY DESCRIPTION

25' ROADWAY EASEMENT
SHEET 1 OF 1



LEGEND

- ▽ CALCULATED POINT
- 1/2" IRON ROD FOUND (UNLESS STATED)
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS HAYS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.R.H.C.T. PLAT RECORDS HAYS COUNTY, TEXAS

PHILIP A. SMITH
SURVEY NO. 26-
ABSTRACT NO. 218

CITY OF DRIPPING SPRINGS, TEXAS.
(14.68 AC)
VOL. 1878, PAGE 628
O.P.R.H.C.T.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°12'53"W	60.03'
L2	S88°12'53"W	25.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	845.00'	180.17'	18°00'17"	N06°43'00"E	179.59'
C2	845.00'	173.40'	15°24'12"	N22°25'14"E	172.88'

REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) CENTRAL ZONE, AS DERIVED FROM OPUS SOLUTION DATED FEBRUARY 15, 2008

DISTANCES SHOWN HEREON ARE SURFACE VALUES BASED ON A SURFACE ADJUSTMENT FACTOR OF 1.00007683.
(SURFACE = GRID Xx SURFACE ADJUSTMENT FACTOR)

S:\4520101\Drawings\4520101_Easement_25' Roadway.dwg 10/23/2009 9:06:31 AM CDT

CA 3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Tel.: (512) 327-2946
Fax: (512) 327-2973
Cunningham | Allen
Engineers • Surveyors

SURVEYED BY:
Miguel A. Escobar
MIGUEL A. ESCOBAR
REG. PROF. LAND SURVEYOR
NO. 5630
DATE: 290209

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT (45.53 ACRES)
VOL. 2953, PG. 181
O.P.R.H.C.T.

COPY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Conforms to State Bar of Texas Form

Date: November 12, 2009

Grantor: Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas, acting by and through the President of the Board of Trustees, pursuant to its Resolution dated November 11, 2009.

Grantor's Mailing Address:

510 W. Mercer/ P.O. Box 479
Dripping Springs, Texas 78620
Hays County, Texas

Grantee: City of Dripping Springs, a political subdivision of the State of Texas

Grantee's Mailing Address:

P.O. Box 384
Dripping Springs, Texas 78620
Hays County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Being 1.3712 acres of land, more or less, situated in the Phillip A. Smith Survey No. 26, Abstract No. 415 in Hays County, Texas, said property also being referred to as the "Stephenson Building" and/or "Stephenson Tract", being located at 311 ½ Old Fitzhugh Road, Dripping Springs, Hays County, Texas, and being comprised of three (3) separate tracts described as Tract One (1) containing 0.4659 of one acre of land, Tract Two (2) containing 0.4456 of one acre of land and Tract Three (3) containing 0.4597 of one acre of land, said Tract One, Tract Two and Tract Three being more particularly described by metes and bounds on Exhibits A, B and C, respectively as follows.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Warranty Deed

Page 1 of 3

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- (a) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which discriminates against any person because of his race, color, or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew, or encourage, a dual school system.

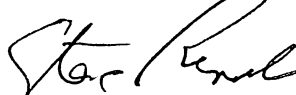
These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the date hereof; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

When the context requires, singular nouns and pronouns include the plural.

"GRANTOR"

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT



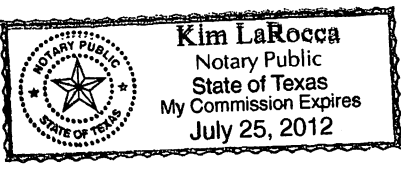
By: Steve Benesh

Title: President of the Board of Trustees

STATE OF TEXAS)

COUNTY OF HAYS)

The foregoing instrument was acknowledged before me on the 12th day of November, 2009, by Steve Benesh, President of the Board of Trustees of DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.



Kim LaRocca
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

PREPARED BY:

Nelson M. Davidson, Jr.
P.O. Box 529
Dripping Springs, Texas 78620

File/GF Number: 6420G.

Exhibit " A "
Page 1 of 3

TRACT ONE
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4659 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING A REMAINING PORTION OF THAT TRACT OF LAND COMMONLY REFERRED TO AS "ACADEMY BLOCK" AS DELINEATED ON THE PLAT OF THE TOWN OF DRIPPING SPRINGS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "O", PAGE 514, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T" PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING CONVEYED BY HAYS COUNTY TO DRIPPING SPRINGS RURAL HIGH SCHOOL DISTRICT IN DEED RECORDED IN VOLUME 145, PAGE 491, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of said "ACADEMY BLOCK" for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs according to the map or plat thereof recorded in Volume "R", Page 337, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas, and the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, being the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 23°02'05" East crossing said "ACADEMY BLOCK" along the west margin of Old Fitzhugh Road a distance of 44.29 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the northeast corner of that tract of land conveyed by Dripping Springs Independent School District to Rambo Lodge No. 426, AF & AM in deed recorded in Volume 154, Page 1, of the Deed Records of Hays County, Texas;

THENCE South 88°57'21" West (record: West) along the north line of said Rambo Lodge tract, a distance of 108.60 feet to a 1/2 in iron rod found under asphalt paving for the northwest corner of said Rambo Lodge tract;

THENCE South 01°02'39" East (record: South) along the west line of said Rambo Lodge tract a distance of 140.08 feet to a 1/2 in iron rod found under asphalt paving in the north line of a 20.0 foot Public Alley as designated in deed recorded in Volume 146, Page 91, of the Deed Records of Hays County, Texas, said 20.0 foot Public Alley being conveyed by Hays County to H.F. Lewis in deed recorded in Volume 278, Page 280, of the Deed Records of Hays County, Texas, and for the southwest corner of said Rambo Lodge tract, from which a bolt with punch mark found in the south line of said Rambo Tract as described in Boundary Line Agreement by

Exhibit " A "
Page 2 of 3

TRACT ONE
Hays County, Texas

Richard A. Garza and Dripping Springs Independent School District, recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, bears, North 88°29'40" East (Bearing Basis) a distance of 122.70 feet;

THENCE South 89°00'15" West along the north line of said 20.0 foot Public Alley and said Lewis tract a distance of 39.96 feet to a 1/2 inch iron rod found under asphalt paving in the east line of that tract of land conveyed by Dripping Springs Independent School District to L. B. Jennings in deed recorded in Volume 156, Page 199, of the Deed Records of Hays County, Texas, and for the northwest corner of said 20.0 foot Public Alley;

THENCE North 01°58'54" West along the east line of said Jennings tract a distance of 19.97 feet to a 1/2 inch iron rod found under asphalt paving for the northeast corner of said Jennings tract;

THENCE South 88°53'07" West along the north line of said Jennings tract a distance of 49.86 feet to a 1/2 inch iron rod found in the east line of Lot 6, Block No. 1, of the W. T. Chapman's 1st Addition to the town of Dripping Springs according to the map or plat thereof recorded in Volume "P", Page 373, of the Deed Records of Hays County, Texas, said plat being amended by plat recorded in Volume "T", Page 426, of the Deed Records of Hays County, Texas and in the west line of said "ACADEMY BLOCK" and for the northwest corner of said Jennings tract;

THENCE North 01°21'58" West along the east line of said Lot 6 and the west line of said "ACADEMY BLOCK" a distance of 63.78 feet to a calculated point for the northeast corner of said Lot 6;

THENCE South 88°36'50" West along the north line of said Lot 6 a distance of 7.26 feet to a calculated point being the beginning point of said Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District, from which a 1/2 inch iron rod found in a hackberry tree root, bears South 06°45' East a distance of 0.3 feet;

THENCE along the boundary line established in said Boundary Line Agreement the following two (2) courses:

1. North 03°20'04" West a distance of 56.57 feet to a 1/2 inch iron rod found;
2. North 03°22'47" West a distance of 40.02 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set at the intersection of the south line of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs being the recognized southeast corner of that tract of land conveyed by A.L. Davis to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas, from which a 1/2 inch iron rod found in said Boundary Line Agreement line, bears North 03°22'47" West a distance of 39.83 feet;

THENCE North 88°42'33" East along the south line of said Block 3, passing the northwest corner of said "ACADEMY BLOCK" at a distance of 10.61 feet and continuing for a total distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the common south corner of said Block No. 3 and Block No. 5, from which

Exhibit " A "
Page 3 of 3

TRACT ONE
Hays County, Texas

a 1/2 inch galvanized iron pipe in concrete found for the common north corner of said Block No. 3 and Block No. 5, bears, North 01°13'20" West a distance of 200.02 feet;

THENCE North 88°38'18" East along the north line of said "ACADEMY BLOCK" and the south line of said Block No. 5 a distance of 100.04 feet to the POINT OF BEGINNING, containing 0.4659 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

Handwritten signature of Tommy P. Watkins

Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2003

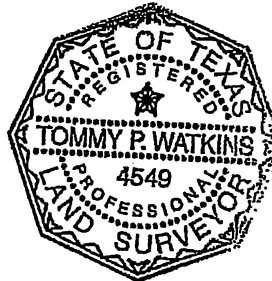


Exhibit " B "
Page 1 of 2

TRACT TWO
Hays County, Texas

LEGAL DESCRIPTION

BEING A 0.4456 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY A.L. DAVIS TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED RECORDED IN VOLUME 109, PAGE 291, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 3, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of Block No. 5, W. T. Chapman's 2nd Addition to the Town of Dripping Springs for the southeast corner of that tract of land conveyed by D. W. Crenshaw to Dripping Springs Public School No. 20 in deed dated November 15, 1938 of record in the Deed Records of Hays County, Texas, and for the southwest corner of a 50 foot right of way, designated as Eve Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of said Block No. 3 and the **POINT OF BEGINNING**;

THENCE South 88°42'33" West along the south line of said Block No. 3 and the north line of said Dripping Springs Rural High School District tract a distance of 93.63 (record: 100) feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set in the agreed boundary line as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Real Property Records of Hays County, Texas, from which a 1/2 inch iron rod found in said line bears, South 03°22'47" East a distance of 40.02 feet;

THENCE along the agreed boundary line as described in said Boundary Line Agreement the following three (3) courses:

1. North 03°22'47" West a distance of 39.83 feet to a 1/2 inch iron rod found;
2. North 03°16'13" West a distance of 80.04 feet to a 1/2 inch iron rod with cap stamped "K&G Engineering" found;

Exhibit " B "
Page 2 of 2

TRACT TWO
Hays County, Texas

3. North 02°41'40" West a distance of 79.96 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 3 and said Dripping Springs Public School District No. 20 tract, and for the southwest corner of Block No. 4 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs and southwest corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, from which a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Davis tract and the terminus point of said boundary line agreement bears, North 01°24'51" West a distance of 86.51 feet;

THENCE North 88°32'36" East along the north line of said Block No. 3 and said Dripping Springs Public School District No. 20 tract and the south line of said Block No. 4 and said Davis tract a distance of 100.05 feet to a 1/2 inch galvanized iron pipe in concrete found for the northeast corner of said Block No. 3, the northwest corner of said Block No. 5, the southeast corner of said Davis tract and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

THENCE South 01°13'20" East along the east line said Block No. 3 and the west line of said Block No. 5 a distance of 200.02 feet to the POINT OF BEGINNING, containing 0.4456 of one acre of land, more or less, within this metes and bounds.

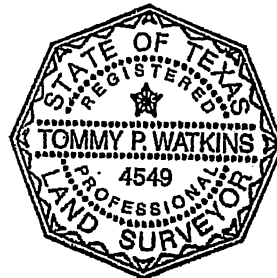
Bearing Reference: South line of the Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.

[Handwritten signature of Tommy P. Watkins]



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009

LEGAL DESCRIPTION

BEING A 0.4597 OF ONE ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415 IN HAYS COUNTY, TEXAS, BEING THAT TRACT OF LAND CONVEYED BY D. W. CRENSHAW TO DRIPPING SPRINGS PUBLIC SCHOOL NO. 20 IN DEED FILED FOR RECORD NOVEMBER 15, 1938 AND RECORDED IN THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID TRACT BEING BLOCK NO. 5, W. T. CHAPMAN'S 2ND ADDITION TO THE TOWN OF DRIPPING SPRINGS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME "R", PAGE 337, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID PLAT BEING AMENDED BY PLAT RECORDED IN VOLUME "T", PAGE 426, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch galvanized iron pipe in concrete found in the west line of Old Fitzhugh Road, in the north line of that tract of land conveyed by Hays County to Dripping Springs Rural High School District in deed recorded in Volume 145, Page 491, of the Deed Records of Hays County, Texas, for the southeast corner of said Block No. 5, and for the southwest corner of a 50 foot right of way, designated as Eye Street (commonly known as Old Fitzhugh Road) as delineated on said W. T. Chapman's 2nd Addition to the Town of Dripping Springs plat;

THENCE South 88°38'18" West along the south line of said Block No. 5 and north line of said Dripping Springs Rural High School District tract a distance of 100.04 feet to a 1/2 inch iron rod with cap marked "CUNNINGHAM-ALLEN INC" set for the southwest corner of said Block No. 5 and the southeast corner of Block No. 3 of said W. T. Chapman's 2nd Addition to the Town of Dripping Springs conveyed to Dripping Springs Public School No. 20 in deed recorded in Volume 109, Page 291, of the Deed Records of Hays County, Texas;

THENCE North 01°13'20" West along the west line said Block No. 5 and the east line of said Block No. 3 a distance of 200.02 feet to a 1/2 inch galvanized iron pipe in concrete found for the northwest corner of said Block No. 5, the northeast corner of said Block No. 3, the southeast corner of that tract of land conveyed by Dripping Springs Independent School District to Bradley Davis in deed recorded in Volume 809, Page 396, of the Real Property Records of Hays County, Texas, and the southwest corner of that tract of land conveyed to Carole G. Howard in deed recorded in Volume 1328, Page 48, of the Official Public Records of Hays County, Texas;

THENCE North 88°40'58" East along the north line said Block No. 5 and the south line of said Block No. 4 and said Howard tract a distance of 100.23 feet to a calculated point in the west line of said Eye Street (commonly known as Old Fitzhugh Road), from which a 1/2 inch iron rod found for reference bears North 88°38'18" East a distance of 1.23 feet;

Exhibit " C "
Page 2 of 2

TRACT THREE
Hays County, Texas

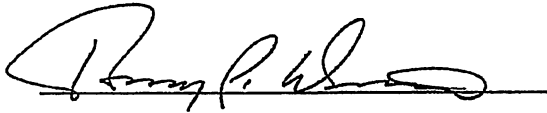
THENCE South 01°10'06" East along the east line of said Block No. 5 and the west line of said Eye Street (commonly known as Old Fitzhugh Road) a distance of 199.94 feet to the **POINT OF BEGINNING** containing 0.4597 of one acre of land, more or less, within this metes and bounds.

Bearing Reference: South line of that tract of said Rambo Tract as described in Boundary Line Agreement by Richard A. Garza and Dripping Springs Independent School District recorded in Volume 775, Page 822, of the Deed Records of Hays County, Texas. (North 88°29'40" East)

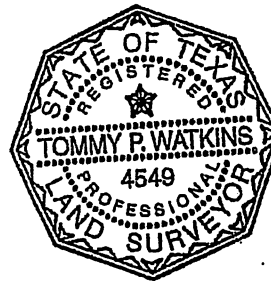
Reference is herein made to the plat accompanying this metes and bounds description.

I certify that this description was prepared from the results of a survey made on the ground under my supervision.

CUNNINGHAM-ALLEN, INC.



Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
Date: 10/06/2009





DRIPPING SPRINGS

Independent School District

Item # 2.

510 W. Mercer Street, P.O. Box 479, Dripping Springs, Texas 78620-0479
Phone 512.858.3013 Fax 512.858.3096
www.dsisd.txed.net

December 4, 2009

City of Dripping Springs
111 Mercer Street
Dripping Springs, Texas 78620

Dear Sir,

The sale of the Dripping Springs ISD Stephenson Building located at 311 1/2 Old Fitzhugh Road may contain asbestos containing materials. As the purchaser the City of Dripping Springs agrees to assume all the responsibility and liability for any of the asbestos containing material that may be contained on or within the structure purchased November 12, 2009. Enclosed is all the documentation pertaining to Asbestos containing materials testing performed for the duration of the ownership of the Stephenson Building.

Dripping Springs ISD Representative:

Sign *Dave P. Davis*

Date 12/4/2009

Print Dan Davis

District Position: Director of Plant Operations / Asbestos Designated Person

Purchaser: City of Dripping Springs

Sign _____

Date 12/4/2009

Print _____

City of Dripping Springs Position:

_____, 2022

STATE OF TEXAS

COUNTY OF HAYS

INTERLOCAL AGREEMENT

between

Dripping Springs Independent School District

and

City of Dripping Springs

This Interlocal Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas by and between Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas referred to in this Agreement as "District" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as "City."

RECITALS:

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter "Act." All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and District, as those payments are allocated under this Agreement. The amounts and services exchanged between City and District are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and the District are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

WHEREAS, the City and the District desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for access to public services; and

WHEREAS, a healthy, successful, and quality school system benefits the public and business in the community by improving public safety, economic development, community pride, civic identity, and public involvement; and

WHEREAS, collaborative programs between the parties improve the quality of life of the citizens of Dripping Springs, enhance educational achievement, strengthen the community, and help ensure the mutual success of the District and the City; and

WHEREAS, the subjects of this Agreement are parcels of land located near the Dripping Springs High School in the what was formerly known as the Karhan Park property;

WHEREAS, on or around November 11, 2009 the City of Dripping Springs and the Dripping Springs Independent School District entered into an Interlocal Agreement as attached as Exhibit "A" the Dripping Springs Independent School District conveyed a 60 foot easement as a portion of the property in the Agreement and as a recorded easement in Exhibit "B"; and

WHEREAS, the City seeks to expand the 60-foot easement to 100 feet to meet road and drainage standards and also seeks to address pedestrian and drainage needs through the easements as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the District and the City, acting by and through their respective governing bodies, do hereby promise and agree to the following:

ARTICLE I.

Recitals

1.01 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II.

Conveyance

2.01 District agrees to a total of a one-hundred-foot (100') right-of-way easement over the northern 300' of the Draper tract as shown in Exhibit "D" in the form addressed in Exhibit "C". This right-of-way easement is granted pursuant to the November 2009 interlocal agreement but is expanded from a 60' easement to a 100' right-of-way easement attached as Exhibit "A" including additional easement for drainage to support the roadway and driveway requested by the Dripping Springs Independent School District. The 2009 easement is attached as Exhibit "B". The easement at Exhibit "B" is supplemented by the terms of the new easement at Exhibit "C." The District and the City agree that the original 2009 easement controls for the original 60' easement and the terms, conditions, and restrictions remain. This right-of-way easement is placed to meet the City's need for a right-of-way from East to West that would connect with the right-of-way on the North side of the Karhan Park. Further, the easement is being expanded to 100' to meet City road and drainage standards. The drainage improvements to be made by the City as part of the project shall replace the District's swale and improve upon the drainage from the District's property. This will also allow for the planned future uses of the Northern portion of the Draper tract by the District.

2.02 District agrees to grant a right-of-way easement of approximately .152 acres on the northwest side of high school property as shown in Exhibit "E".

2.03 District agrees to a temporary construction easement as shown in Exhibit "G-1" and in the form addressed in Exhibit "D.1". The City shall ensure that the temporary construction easement that encroaches on the parking lot shall be used solely for the

Interlocal Agreement between Dripping Springs Independent School District and City of Dripping Springs

removal and reconstruction of the parking lot drive aisle and shall only be in effect during this part of the construction. The area shall be returned to an operational manner as soon as is reasonable possible with consideration of the use of the parking lot.

- 2.04 District agrees to a drainage and pedestrian easement of approximately .0239 acres as shown in Exhibit “F” and in the form addressed in Exhibit “F.1” to support the drainage ditch and culvert for the District District’s driveway shown on Exhibit “G” and to provide for a pedestrian sidewalk.
- 2.05 The City and the District agree to each pay for their own appraisals and surveys related to the conveyance.
- 2.06 The City agrees to pay Two Hundred Thousand Three Hundred Fourteen and No/100 Dollars (\$200,314.00) for the increased and additional conveyances of the District’s property, on or before recording of the easements set out as granted herein. This compensation includes the cost of the easements and removed parking spaces and a deduction for construction of the driveway requested by the school district.
- 2.07 The City agrees to construct a driveway, together with a drainage ditch and culvert, to allow a connection for the District on Roger Hanks Parkway for access by the High School to the new section of Roger Hanks Parkway at the location set out at Exhibit “G” on or before May 31, 2023. The City agrees that the driveway is a private driveway, which shall remain in the District’s sole control.
- 2.08 The movement of the portable buildings within the easement area shall be moved at the direction of the Dripping Springs Independent School District at the expense of the City of Dripping Springs. Once a timeline for the road construction is prepared, such schedule shall be shared with the Dripping Springs Independent School District who will be given up to fourteen (14) days to coordinate with the City of Dripping Springs for the movement and placement of the portable buildings. Removal of the buildings shall not occur until the location of the buildings is finalized by the Dripping Springs Independent School District and the City of Dripping Springs. An extension of the fourteen (14) days for location of the portable buildings may be provided in writing by both Parties if needed. Road construction that does not affect the placement of the portable buildings may commence any time at least thirty (30) days after submission of the road construction schedule to the Dripping Springs Independent School District.

ARTICLE III. District and City Obligations

- 3.01 City shall complete the expansion of Roger Hanks Parkway Project, including all roadwork, driveway, drainage, and other improvements on or before June 30, 2023.

- 3.02 District and the City will not commit or allow to be committed any waste on the property, create or allow any nuisance to exist on the property, or use or allow the property to be used for any unlawful purposes.
- 3.03 City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the property.
- 3.04 a. District will maintain the property in its current manner until conveyance to City. District will maintain any current general liability insurance and property insurance for the property until conveyance to City.
- b. City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors shall maintain general liability insurance and property insurance. City, City's agents, assignees and successors shall name the District as an additional insured on all property and liability insurance for the road and drainage project.
- 3.05 Excluding the portable buildings referenced above, District will remove all goods, vehicles, and personal property of District of any kind in or on the property where the easements are to be located within thirty (30) days of the City's notification of the need to begin road construction in the easement area. With the exception of the portable buildings, all goods, vehicles, and personal property of any kind of District in or on the property will be the sole responsibility of District, and in no event will City be liable for any loss or damage to these goods or property for any reason whatsoever.
- 3.06 City will repair and replace any improvements disturbed during construction that are not in the permanent easement area. City will repair and replace the portable buildings if damaged during or as a result of relocation.
- 3.07 The City agrees to install and maintain temporary fencing to separate the City's work on the Roger Hanks Parkway Project from the District's property.
- 3.08 Any parking requirements at the site of the Dripping Springs High School are considered sufficient and will not be brought out of compliance based on the removal of parking spaces due to easement acquisition. City shall pass an Ordinance in the form of Exhibit "H" at the time of approval of this Interlocal, in order to provide for incorporation of this commitment for any future expansion of buildings or uses at the Dripping Springs High School, which may be subject to a variance due to any future expansion.
- 3.09 Any impervious cover calculations are considered compliant based on current improvements. Any facilities built by the City on the proposed easement areas will not be counted towards the Dripping Springs High School impervious cover cap. City shall pass an Ordinance in the form of Exhibit "H" at the time of approval of

this Interlocal, in order to provide for incorporation of this commitment for any future expansion of buildings or uses at the Dripping Springs High School, which may be subject to a variance due to any future expansion.

ARTICLE IV.
General Provisions

- 4.01 Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the party to whom directed, and shall be directed personally to the following persons:

Notice to District:

Dripping Springs Independent School District
Holly Morris-Kuentz, Superintendent
510 W. Mercer P.O. Box 479
Dripping Springs, Texas 78620

With a copy to:

Walsh Gallegos
Attn: Ann Greenberg
P. O. Box 2156
Austin, Texas 78768-2156

Notice to CITY:

City of Dripping Springs
Attn: Michelle Fischer, City Administrator
P.O. Box 384
Dripping Springs, TX 78620

With a copy to:

Laura Mueller, City Attorney
P.O. Box 384
Dripping Springs, TX 78620

- 4.02 If either party files an action to enforce any covenant of this Agreement, then the prevailing party is entitled to recover its reasonable attorney's fees to be fixed by the Court pursuant to Local Government Code Section 271.159.

- 4.03 The waiver by District or City of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
- 4.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this contract are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.
- 4.05 Both City and District agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
- 4.06 By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.
- 4.07 Either party may at its own option and expense research title history of the properties made subject of this Agreement.
- 4.08 Neither City nor District waives any governmental immunity. Any provision herein interpreted by a court of law to waive either party's governmental immunity is void.
- 4.09 This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
- 4.10 This Agreement shall be Effective upon the date of signing by both Parties.

NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE:

**DRIPPING SPRINGS INDEPENDENT:
SCHOOL DISTRICT**

By: _____
 Dr. Mary Jane Hetrick
 Board President
 Dripping Springs ISD by action
 of the Board of Trustees:

CITY OF DRIPPING SPRINGS:

By: _____
 Bill Foulds, Jr.
 Mayor
 City of Dripping Springs by action of the
 City Council:

Date

Date

METES AND BOUNDS DESCRIPTION OF:

PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT - 0.239 ACRES

BEING A 0.239 ACRE (10,407 SQ. FT.) PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 14.67 ACRE TRACT AND THE SOUTHEAST CORNER OF LOT 24, BLOCK B OF THE HIDDEN SPRINGS RANCH SECTION II SUBDIVISION, AS SHOWN ON PLAT RECORDED IN VOLUME 14, PAGE 69 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; THEN CONTINUING ALONG THE COMMON BOUNDARY LINE OF A CALLED 45.53 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 6018836 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND SAID LOT 24 A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING FOR THE NORTHEAST CORNER OF THIS EASEMENT;

THENCE, ACROSS SAID 14.67 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. SOUTH 01°15'21" EAST, A DISTANCE OF 40.01 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
2. SOUTH 87°47'44" WEST, A DISTANCE OF 227.13 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;
3. NORTH 02°12'16" WEST, A DISTANCE OF 25.00 FEET TO A POINT OF CORNER OF THIS EASEMENT;
4. SOUTH 87°47'44" WEST, A DISTANCE OF 87.21' FEET TO A POINT OF CORNER OF THIS EASEMENT;
5. NORTH 02°11'00" WEST, A DISTANCE OF 15.00 FEET TO A POINT OF CORNER OF THIS EASEMENT;
6. NORTH 87°47'44" EAST, A DISTANCE OF 315.00 FEET TO A POINT FOR AN ANGLE CORNER OF THIS EASEMENT;

LINE TABLE		
NO.	BEARING	LENGTH
L1	S01°15'21"E	40.01'
L2	S87°47'44"W	227.13'
L3	N02°12'16"W	25.00'
L4	S87°47'44"W	87.21'
L5	N02°11'00"W	15.00'
L6	N87°47'44"E	315.00'

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A RIGHT-OF-WAY EASEMENT BOUNDARY EXHIBIT AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS METES & BOUNDS DESCRIPTION.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THE FOREGOING DESCRIPTION ACCURATELY SETS OUT THE METES AND BOUNDS OF THIS EASEMENT.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM

EXHIBIT "A"
**PUBLIC DRAINAGE AND
PEDESTRIAN ACCESS
EASEMENT**
0.239 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

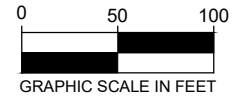
Kimley»»Horn

10814 Jollyville Road Campus IV,
Suite 200, Austin, Texas 78759

FIRM # 10194624

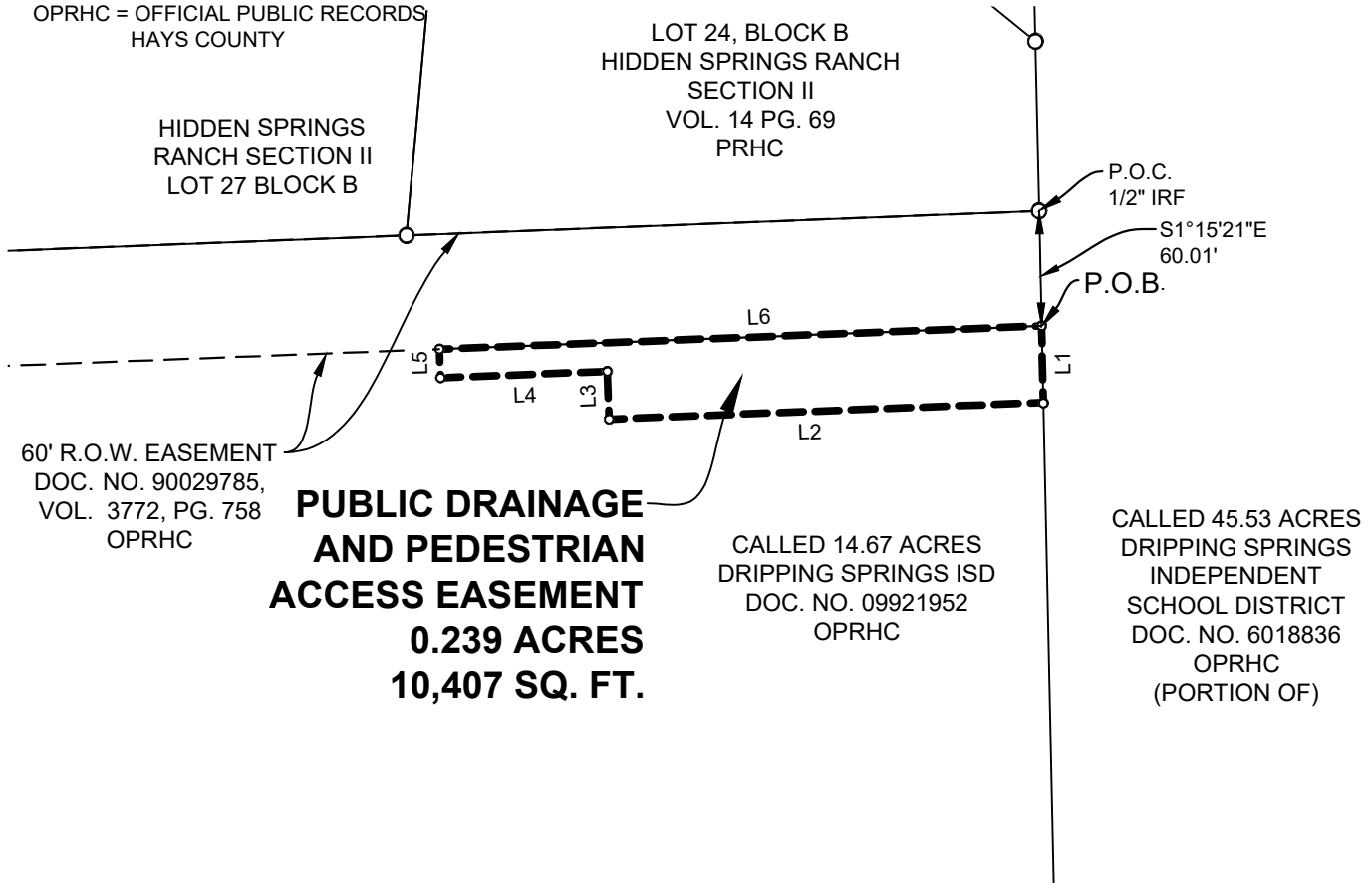
Tel. No. (512) 418-1771
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTF	ZKP	12/15/2021	067783118	1 OF 2



LEGEND:

- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- PRHC = PLAT RECORDS
HAYS COUNTY
- DRHC = DEED RECORDS
HAYS COUNTY
- OPRHC = OFFICIAL PUBLIC RECORDS
HAYS COUNTY



LINE TYPE LEGEND	
	PROPERTY LINE
	EASEMENT LINE
	EASEMENT LINE
	MATCH SHEET LINE

SURVEYOR'S NOTES:

THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. A METES & BOUNDS DESCRIPTION AND A LINE & CURVE TABLE WERE CREATED IN CONJUNCTION WITH THIS RIGHT-OF-WAY EASEMENT BOUNDARY EXHIBIT.

THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFIES THAT THIS R.O.W. EASEMENT BOUNDARY EXHIBIT OF SURVEY ACCURATELY REFLECTS THE METES AND BOUNDS OF THIS EASEMENT.

ZACHARY KEITH PETRUS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6769
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH. (512) 572-6674
ZACH.PETRUS@KIMLEY-HORN.COM

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

EXHIBIT "A"
PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT
0.239 ACRES

PHILIP SMITH SURVEY, ABSTRACT 415,
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

Kimley»Horn

10814 Jollyville Road Campus IV, Suite 200, Austin, Texas 78759 FIRM # 10194624 Tel. No. (512) 418-1771 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PTF	ZKP	12/15/2021	067783118	2 OF 2

RIGHT OF WAY EASEMENT

Date: _____

Grantor: Dripping Springs Independent School District, an independent school district and political subdivision of the State of Texas

Grantor’s Mailing Address: 510 W. Mercer Street
Dripping Springs, Hays County, Texas 78620

Grantee: City of Dripping Springs, Texas, a General Law municipality situated in Hays County, Texas

Grantee’s Mailing Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration as set forth in that certain Interlocal Agreement between Grantor and Grantee dated _____, 2022.

Property (including improvements):

An easement over, under, along, through and across the parcel of real property of Grantor, said Easement consisting of ____ (“Easement”), and more particularly described on Exhibit ____, attached hereto and incorporated herein by reference (“Easement Tract”). [INSERT FOR EXHIBIT D: The Easement Tract made the subject of this Easement is solely the 2.003 acres portion not previously subject to that certain Right of Way Easement dated November 11, 2009 recorded in the Official Public Records of Hays County, Texas, Vol. 3772, Page 758. To the extent Exhibit “A’ to this Easement, reflected as Exhibit D to the Interlocal Agreement].

GRANT OF EASEMENT:

Grantor, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto Grantee the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the right and privilege as necessary for the Grantee herein, its agents, employees and representatives of ingress and egress to and from the adjoining property of Grantor, or any part thereof, for the purpose of [INSERT FOR EACH].

The Easement Tract shall be used by Grantee for [INSERT FOR EACH].

The Easement Tract is made and accepted subject to any and all conditions, encumbrances and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effective, either apparent or shown of record in the public records of Hays County, Texas.

Except as otherwise noted, the Easement Tract, rights and privileges herein granted shall be perpetual; however, that said Easement Tract, rights and privileges shall cease and revert to Grantor in the event the said [INSERT] are abandoned, or shall cease to be used, for a period of two (2) consecutive years.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor is hereby bound, together with all heirs, executors, administrators or successors, to warrant and forever defend all and singular the above-described exclusive easement and rights and interest unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except as stated herein, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

By: EXHIBIT ONLY - NOT FOR SIGNATURE

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees; that she was authorized to execute such instrument pursuant to resolution of the Board of _____ adopted on _____; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

EXHIBIT ONLY - NOT FOR SIGNATURE

Notary Public, State of Texas

Return to Grantee's Address:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT

Date: _____, 2022

Grantor: **Dripping Springs Independent School District**, an independent school district and political subdivision of the State of Texas

Grantor's Address: 510 W. Mercer Street
Dripping Springs, Hays County, Texas 78620

Grantee: **CITY OF DRIPPING SPRINGS, TEXAS**, a Texas General Law municipal corporation situated in Hays County

Grantee's Mailing Address: P.O. Box 384
511 Mercer Street
Dripping Springs, Hays County, Texas 78620

Property: A non-exclusive approximately ____ acre temporary easement ("Easement") in, upon, across, over, along and through the parcel of real property of Grantor which is more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor

The Easement Tract shall be used by Grantee for [INSERT FOR EACH].

The Easement Tract is made and accepted subject to any and all conditions, encumbrances and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effective, either apparent or shown of record in the public records of Hays County, Texas.

Except as otherwise noted, the Easement Tract, rights and privileges herein granted shall terminate on or before May 31, 2023.

Dripping Springs Independent School District ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in

Hays County, Texas (“Grantee”) the Easement in, upon, across, over, along and through the Easement Tract TO HAVE AND TO HOLD the same for the Duration to Grantee and its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction of roadway improvements.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, except as stated herein, when the claim is by, through or under Grantor, but not otherwise, for the Duration of the Easement.

CHARACTER OF EASEMENT:

The Easement rights of use granted herein are temporary and limited to the Duration stated herein. The Easement is for the benefit of Grantee.

PURPOSE OF EASEMENT:

The Easement shall be used for access to the project site and for construction of roadway located on and north of Roger Hanks Parkway within what is known as the Draper Tract and other purposes related to construction of the Project.

DURATION OF EASEMENT:

This Easement is temporary, and will become effective from the date of execution of the Easement and continuing for one (1) year, when it will terminate, unless extended in writing by Grantor prior to expiration (“Duration”).

USE OF EASEMENT:

Prior to the start of construction, Grantee agrees to install any temporary barriers to separate the Easement Tract from Grantor’s property. Prior to termination of the easement, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove temporary barriers, remove any temporary access roads, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

GRANTOR USE:

Grantor hereby retains, reserves, and shall continue to enjoy the use of the Easement Tract (or grant to others the right to do the same as conditioned herein) for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement herein granted for the Purpose of Easement. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures located within the Easement Tract, without Grantor recourse, to the extent reasonably necessary to prevent interference with use within the Easement Tract.

When the context requires, singular nouns and pronouns include the plural.

By: EXHIBIT ONLY - NOT FOR SIGNATURE

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

§

COUNTY OF HAYS

§

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees; that she was authorized to execute such instrument pursuant to resolution of the Board of _____ adopted on _____; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2022.

EXHIBIT ONLY - NOT FOR SIGNATURE

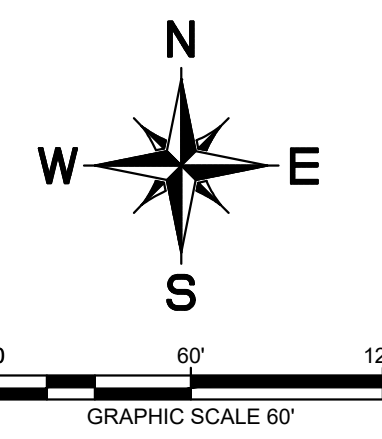
Notary Public, State of Texas

Return to Grantee's Address:

EXHIBIT "A"
EASEMENT TRACT

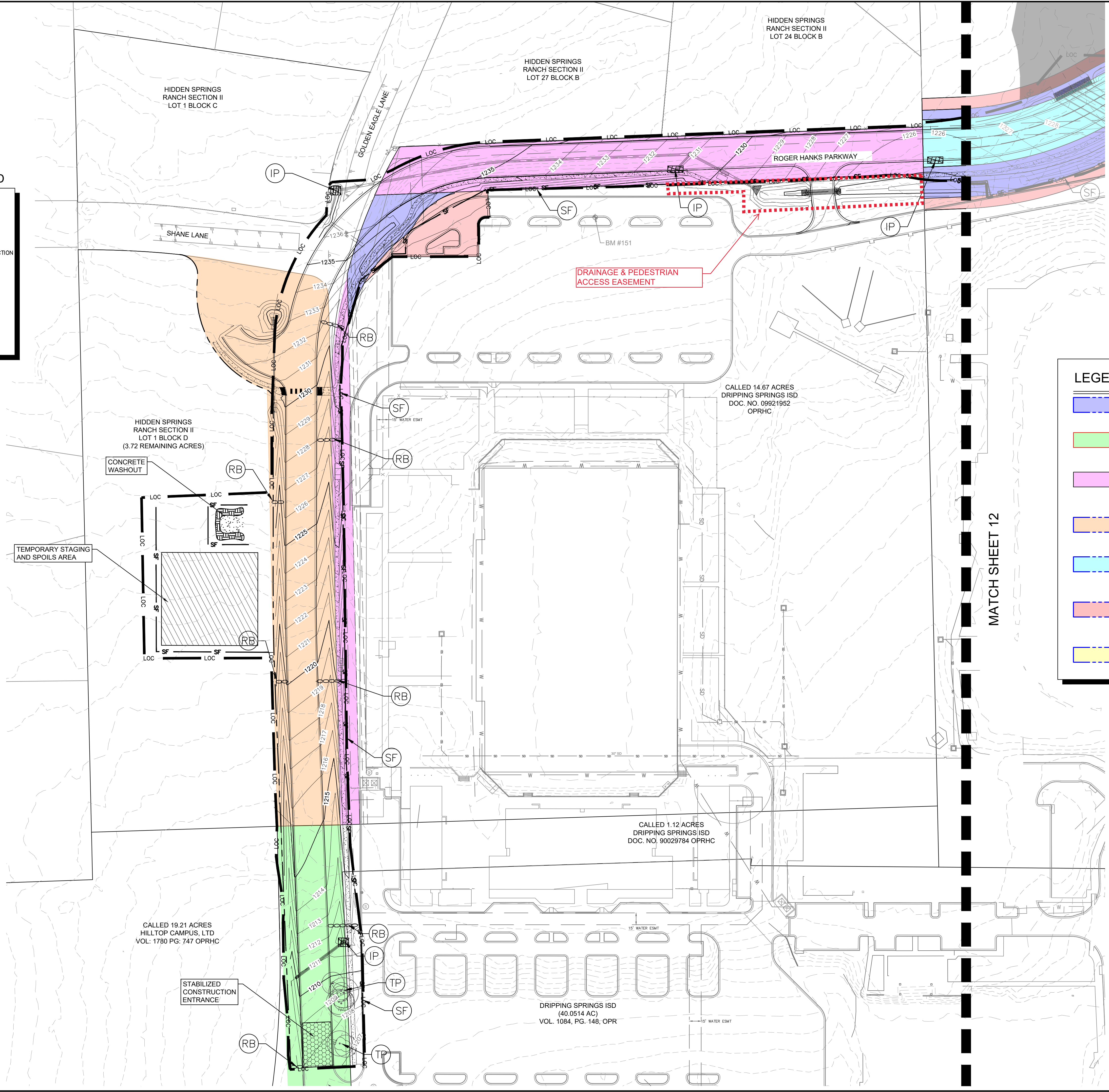
[DEPICTION TO BE REPLACED WITH METES AND BOUNDS WHEN AVAILABLE]

Plotted By: Duffly, Daniel. Date: March 11, 2022. 07:24:09am. File Path: K:\AUS_Civil\06778317-Heritage-MI-Homes\ROGER HANKS PARKWAY\Code\Exhibits\ROW OVERLAIN ON E&S-NO FOND.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



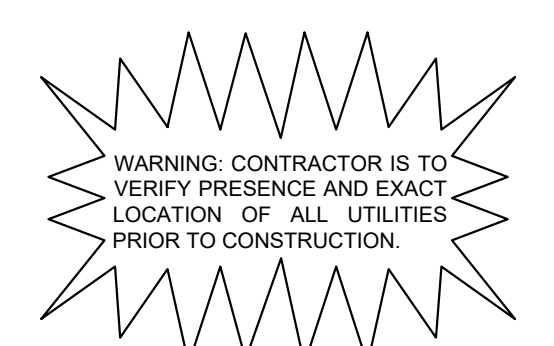
EROSION CONTROL LEGEND

	PROPERTY LINE
	PROPOSED CONTOUR
	EXISTING CONTOUR
	SILT FENCE
	STABILIZED CONSTRUCTION ENTRANCE/EXIT
	INLET PROTECTION
	ROCK BERM
	LIMITS OF CONSTRUCTION
	TREE PROTECTION



LEGEND

	REQUESTED ADDITIONAL RIGHT OF WAY
	EXISTING R.O.W.
	EXISTING ROADWAY EASEMENT
	RIGHT OF WAY TO BE DEDICATED BY THE CITY OF DRIPPING SPRINGS
	60' AGREED UPON RIGHT OF WAY TO BE DEDICATED
	TEMPORARY CONSTRUCTION EASEMENT
	DRAINAGE EASEMENT

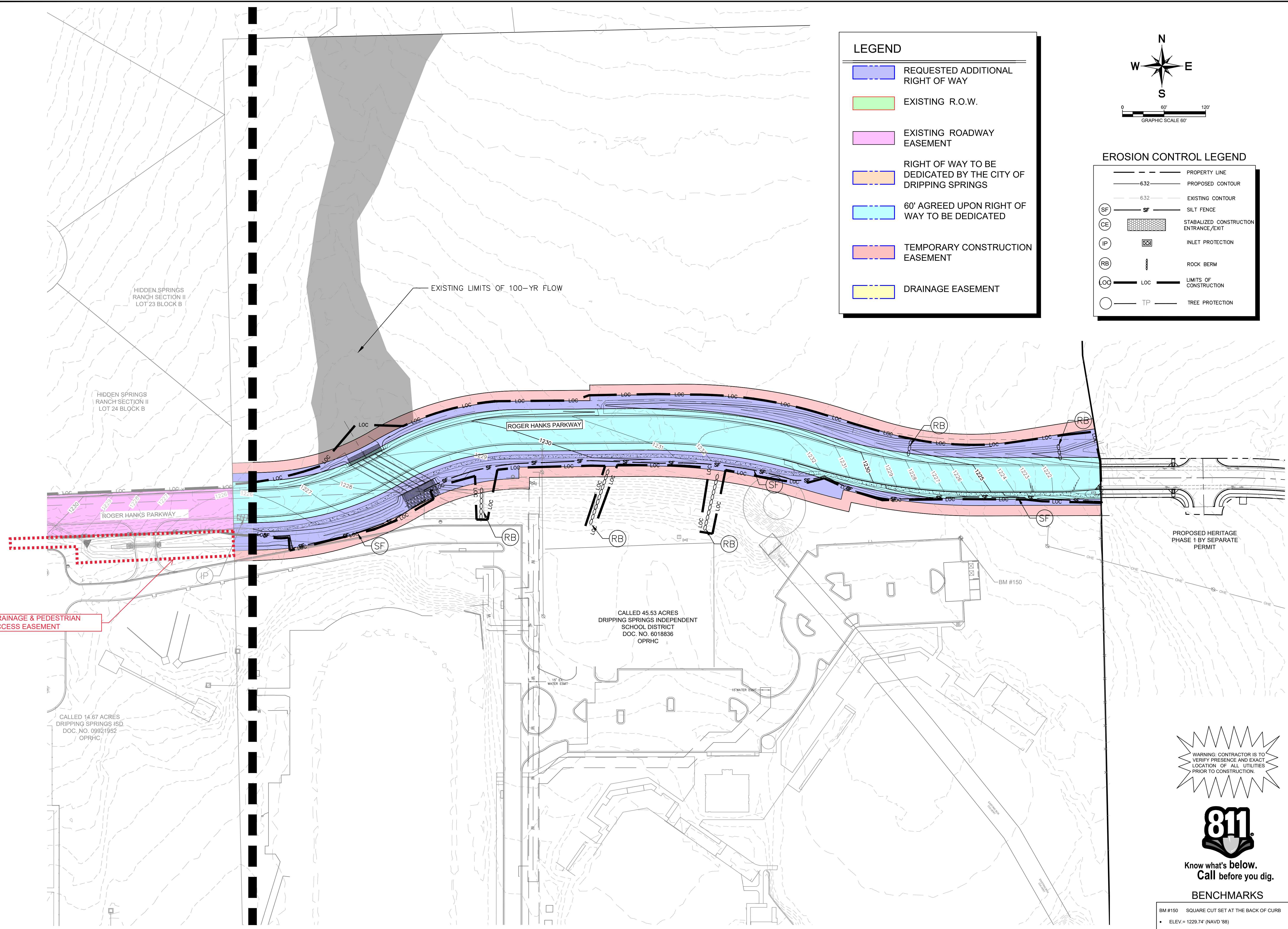


BENCHMARKS

BM #150	SQUARE CUT SET AT THE BACK OF CURB
•	ELEV.= 1229.74' (NAVD '88)
BM #151	SQUARE CUT SET AT THE BACK OF CURB
•	ELEV.= 1230.35' (NAVD '88)

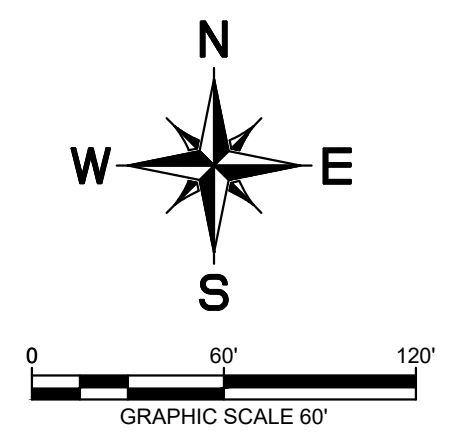
Kimley»Horn		© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-7911 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928
KHA PROJECT: 06778317 DATE: SEPTEMBER 2021 SCALE: AS SHOWN DESIGNED BY: AEG DRAWN BY: AEG CHECKED BY: BJB	No. _____ REVISIONS DATE	Item # 2. B
ROGER HANKS PARKWAY EXTENSION II CITY OF DRIPPING SPRINGS HAYS COUNTY, TEXAS		
SHEET NUMBER		

Plotted By: Duffly, Daniel. Date: March 11, 2022. 07:24:26am. File Path: K:\AUS_Civil\06778317-Heritage-MI-Homes\ROGER HANKS PARKWAY\06778317-06-NO_FOND.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- REQUESTED ADDITIONAL RIGHT OF WAY
- EXISTING R.O.W.
- EXISTING ROADWAY EASEMENT
- RIGHT OF WAY TO BE DEDICATED BY THE CITY OF DRIPPING SPRINGS
- 60' AGREED UPON RIGHT OF WAY TO BE DEDICATED
- TEMPORARY CONSTRUCTION EASEMENT
- DRAINAGE EASEMENT



EROSION CONTROL LEGEND

- PROPERTY LINE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- SF SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE/EXIT
- IP INLET PROTECTION
- RB ROCK BERM
- LOC LIMITS OF CONSTRUCTION
- TP TREE PROTECTION

	Item # 2.
	B
	DATE
	REVISIONS
	No.

Kimley»Horn

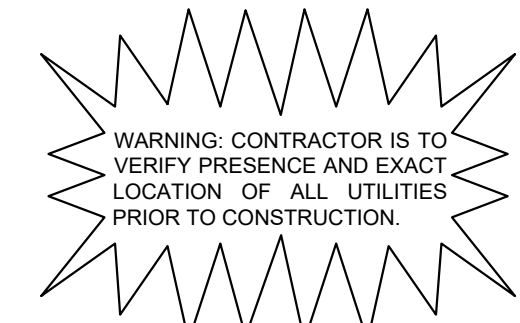
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759
 PHONE: 512-418-1771 FAX: 512-418-1791
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928

KHA PROJECT	06778317
DATE	SEPTEMBER 2021
SCALE	AS SHOWN
DESIGNED BY:	ACG
DRAWN BY:	ACG
CHECKED BY:	BUB

KHA PROJECT	06778317
DATE	SEPTEMBER 2021
SCALE	AS SHOWN
DESIGNED BY:	ACG
DRAWN BY:	ACG
CHECKED BY:	BUB

ROGER HANKS PARKWAY
 EXTENSION II
 CITY OF DRIPPING SPRINGS
 HAYS COUNTY, TEXAS

SHEET NUMBER

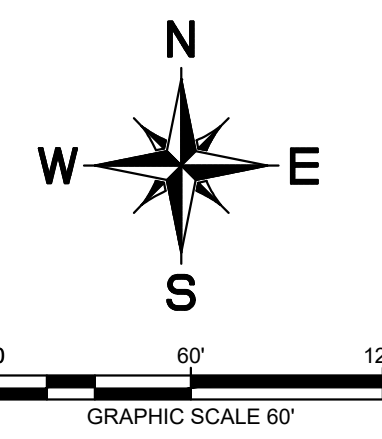


Know what's below.
 Call before you dig.

BENCHMARKS

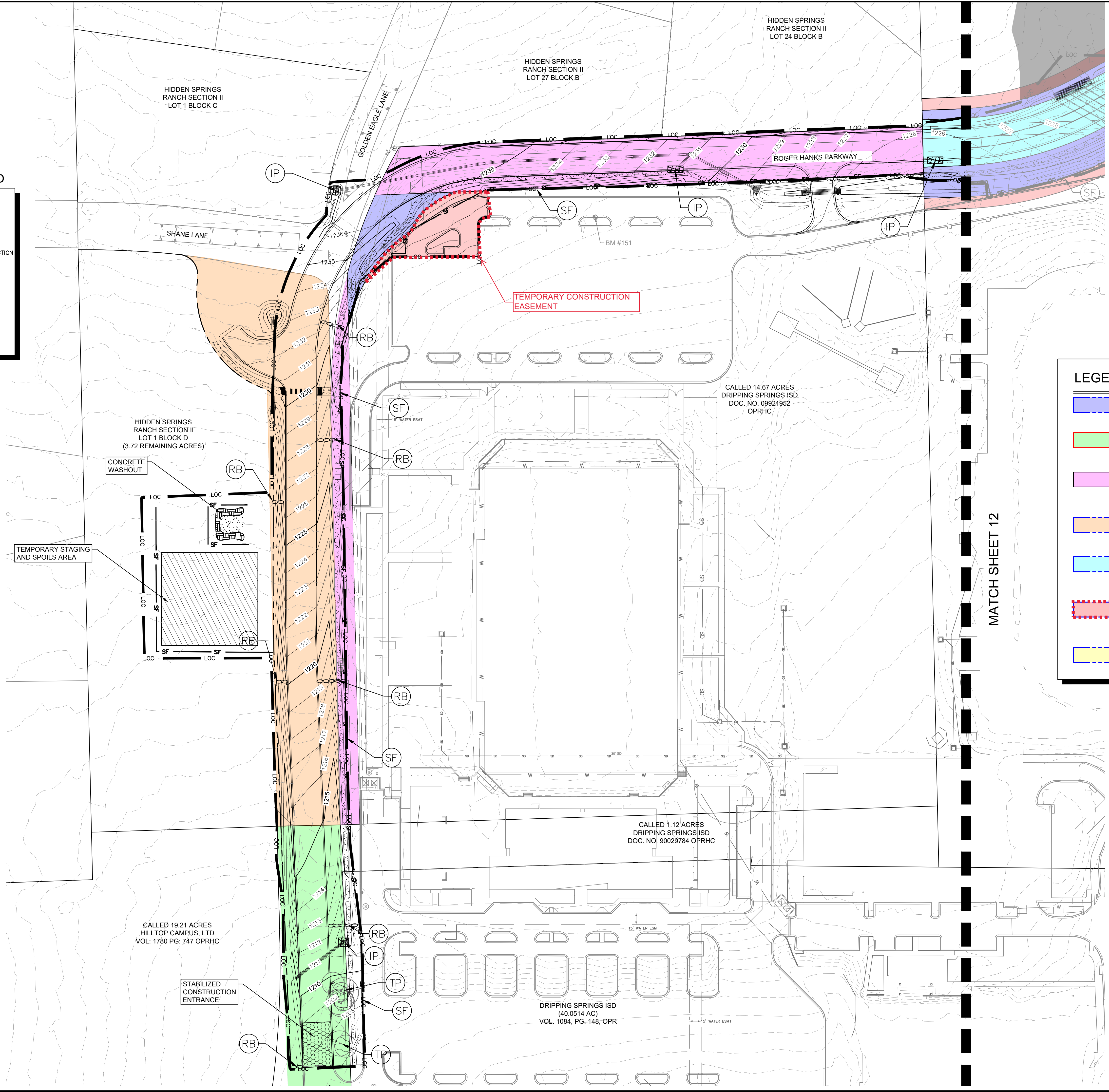
- BM #150 SQUARE CUT SET AT THE BACK OF CURB
- ELEV.= 1229.74' (NAVD '88)
- BM #151 SQUARE CUT SET AT THE BACK OF CURB
- ELEV.= 1230.35' (NAVD '88)

Plotted By: Duffy, Daniel. Date: March 11, 2022. 07:24:09am. File Path: K:\AUS_Civil\06778317-Heritage-MI-Homes\ROGER HANKS PARKWAY\Code\Exhibits\ROW OVERLAIN ON E&S-NO FOND.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



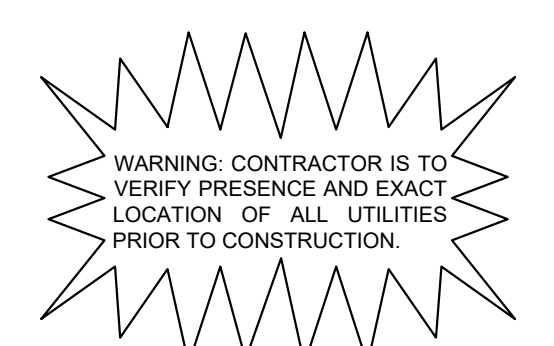
EROSION CONTROL LEGEND

---	PROPERTY LINE
---	PROPOSED CONTOUR
---	EXISTING CONTOUR
SF	SILT FENCE
CE	STABILIZED CONSTRUCTION ENTRANCE/EXIT
IP	INLET PROTECTION
RB	ROCK BERM
LOC	LIMITS OF CONSTRUCTION
TP	TREE PROTECTION



LEGEND

[Blue dashed line]	REQUESTED ADDITIONAL RIGHT OF WAY
[Green solid line]	EXISTING R.O.W.
[Pink solid line]	EXISTING ROADWAY EASEMENT
[Orange dashed line]	RIGHT OF WAY TO BE DEDICATED BY THE CITY OF DRIPPING SPRINGS
[Light blue dashed line]	60' AGREED UPON RIGHT OF WAY TO BE DEDICATED
[Red dashed line]	TEMPORARY CONSTRUCTION EASEMENT
[Yellow dashed line]	DRAINAGE EASEMENT

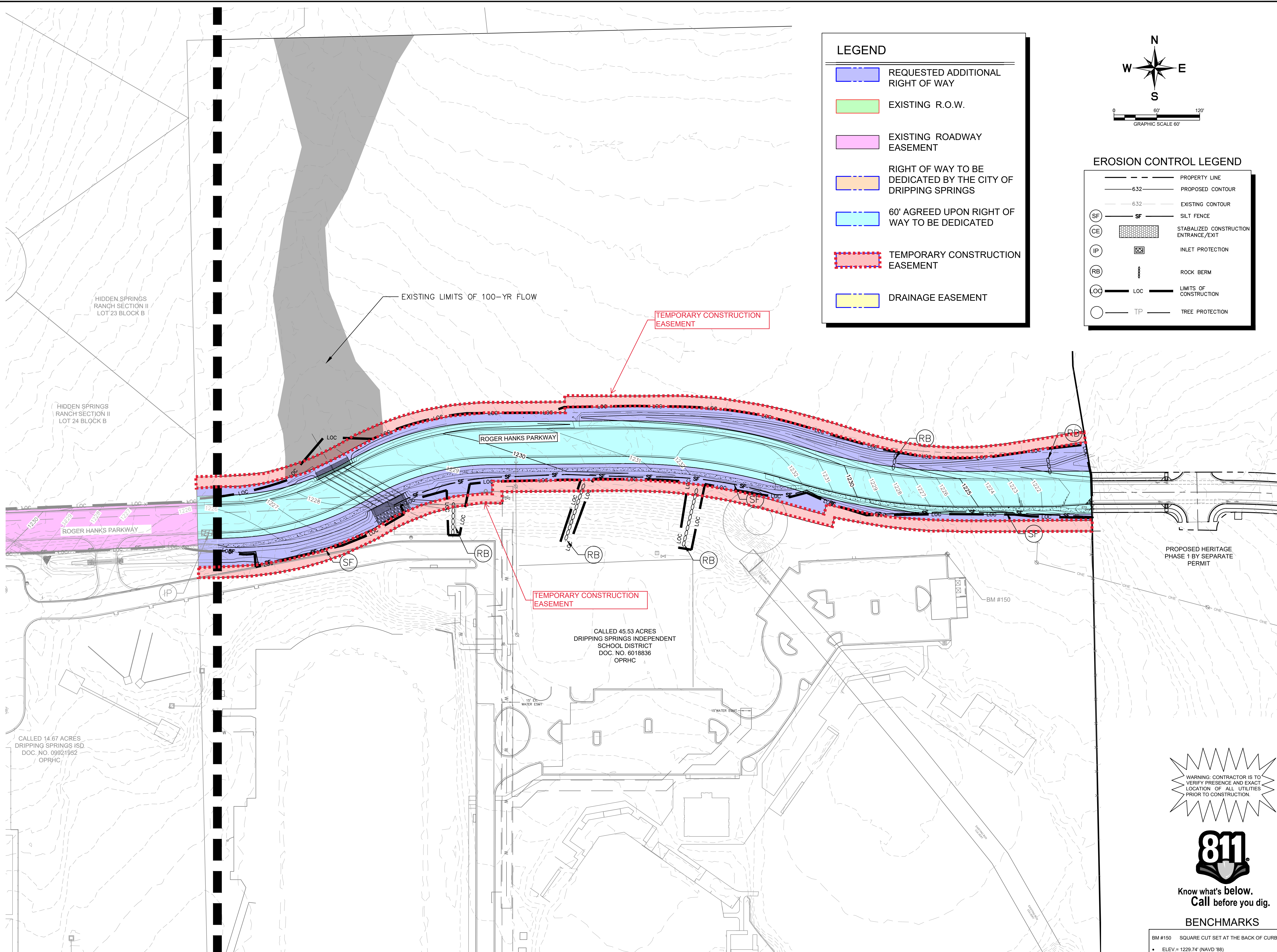


BENCHMARKS

BM #150	SQUARE CUT SET AT THE BACK OF CURB
	ELEV. = 1229.74' (NAVD '88)
BM #151	SQUARE CUT SET AT THE BACK OF CURB
	ELEV. = 1230.35' (NAVD '88)

Kimley»Horn		© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-7911 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928
KHA PROJECT: 06778317 DATE: SEPTEMBER 2021 SCALE: AS SHOWN DESIGNED BY: AEG DRAWN BY: AEG CHECKED BY: BJB	REVISIONS No. _____ DATE _____	SHEET NUMBER 270
ROGER HANKS PARKWAY EXTENSION II CITY OF DRIPPING SPRINGS HAYS COUNTY, TEXAS		

Plotted By: Duffy, Daniel. Date: March 11, 2022. 07:24:26am. File Path: K:\AUS_Civil\06778317-Heritage-MI-Homes\ROGER HANKS PARKWAY\Grid\Exhibits\ROW OVERLAP ON E&S-NO FOND.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse or improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- REQUESTED ADDITIONAL RIGHT OF WAY
- EXISTING R.O.W.
- EXISTING ROADWAY EASEMENT
- RIGHT OF WAY TO BE DEDICATED BY THE CITY OF DRIPPING SPRINGS
- 60' AGREED UPON RIGHT OF WAY TO BE DEDICATED
- TEMPORARY CONSTRUCTION EASEMENT
- DRAINAGE EASEMENT

EROSION CONTROL LEGEND

- PROPERTY LINE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE/EXIT
- INLET PROTECTION
- ROCK BERM
- LIMITS OF CONSTRUCTION
- TREE PROTECTION

	© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759 PHONE: 512-418-1771 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928
	No. _____ DATE _____ REVISIONS _____
KHA PROJECT 06778317 DATE SEPTEMBER 2021 SCALE AS SHOWN DESIGNED BY: AEC DRAWN BY: AEC CHECKED BY: BJB	<p>ROGER HANKS PARKWAY EXTENSION II CITY OF DRIPPING SPRINGS HAYS COUNTY, TEXAS</p>
SHEET NUMBER 271	<p>811 Know what's below. Call before you dig. BENCHMARKS</p> <p>BM #150 SQUARE CUT SET AT THE BACK OF CURB • ELEV.= 1229.74' (NAVD '88) BM #151 SQUARE CUT SET AT THE BACK OF CURB • ELEV.= 1230.35' (NAVD '88)</p>

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PEDESTRIAN AND DRAINAGE EASEMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS	§	

That Dripping Springs Independent School District, whose current address is 510 Mercer Street, Dripping Springs, Texas, their successors and assigns, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **CITY OF DRIPPING SPRINGS, TEXAS**, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Easement Area"):

A 0.239 ACRE (10,407 SQ. FT.) PUBLIC DRAINAGE AND PEDESTRIAN ACCESS EASEMENT SITUATED IN THE PHILIP SMITH SURVEY, ABSTRACT 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 14.67 ACRE TRACT OF LAND DESCRIBED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT AS SHOWN ON INSTRUMENT RECORDED IN DOCUMENT NO. 09921952 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

The perpetual easement rights and privileges herein granted shall be used for the guarantee of use of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities and pedestrian facilities upon the Easement Area, to-wit: all surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto (collectively the "Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described Easement Area to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Hays County, Texas or apparent on the ground.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual.

The perpetual easement, rights, and privileges granted herein are non-exclusive; however, Grantors cannot perform any activity upon the easement area that will interfere or be inconsistent with the rights, uses, and facilities within the Easement Area for any purpose. Notwithstanding the foregoing, no permanent buildings may be construction within the Easement Area. This restriction shall not prevent Grantor from constructing and maintaining parking, driveways and landscaping on the surface of the Easement Area, as such right is specifically reserved to Grantors so long as such activity is compatible with the use of the Easement Area.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area; and
- (b) Grantee shall promptly backfill any trench made by it on the Easement Area and repair any damage it shall do to Grantors property due to its work, if any, in or around the Easement Area.

It is understood and agreed that any Facilities placed upon the Easement Area by Grantee shall remain the property of Grantee, save and except for the driveway to be installed by Grantee for the benefit of Grantor. And improvements placed in the Easement Area by Grantor shall remain the property of Grantor.

Grantor hereby conveys the non-exclusive easement in the Easement Area as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said Easement Area, or any part thereof, for the purpose of constructing or maintaining said utilities and Facilities and for making connections therewith, and Grantor does hereby bind itself, it's successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Dripping Springs, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the _____ day of the month of _____, 2022.

GRANTOR:

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the ____ day of the month of _____, 2022, by _____, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____



DRIPPING SPRINGS
Texas

FARMERS MARKET MANAGER FULL-TIME EXEMPT

A. GENERAL PURPOSE

The Dripping Springs Farmers Market Manager's general purpose is to oversee the administration, operations, facilitation, and management of the Dripping Springs Farmers Market. The Farmers Market Manager will also perform duties to assist the Parks and Community Services Department with projects, programs, and events not associated with the market.

B. SUPERVISION RECEIVED

Works autonomously under the general direction of the Parks and Community Services Director.

C. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Accountable and responsible for the successful operation of the Market day events.
2. Recruiting and retaining vendors, processing, and approving vendor applications, and coordinating and facilitating farm inspections.
3. Assigning vendor booth space, collecting vendor booth fees, setting up the market area, and running a smooth facilitation of each weekly Market.
4. Ensures adherence to all rules and regulations of the Market with professionalism and candor, including issuing warnings, and documenting vendor violations and attendance in monthly report to the Farmers Market Committee.
5. Works closely with the DSRP Event Center Coordinator who supports the Farmers Market Manager with administrative support, assists with Farmers Market day of duties during set up, market, and breakdown, and directs the DSRP Event Center Coordinator regarding their duties related to the Farmers Market.
6. Works closely with the DSRP Event Center Coordinator and the City Communications & Marketing Director on the development of marketing materials and promoting the Market consistently and professionally via website, weekly email and e-newsletter, social media, print advertising, fliers, and other appropriate avenues, including updating all vendor listings.

7. Maintains market relevancy and best practices adherence through professional organization memberships and affiliations and communicating with other market managers.
8. Oversight of the Dripping Springs Ranch Park Event Center Coordinator's market assistance while recruiting and coordinating Market volunteers when extra help is needed for special events.
9. Receives and responds respectfully and professionally to vendor and customer concerns or complaints.
10. Drives Farmers Market Brand and mission by coordinating educational, informational, and entertainment activities associated with the Market, including appropriate informational speakers, their demonstrations, educational children's activities, and entertainment.
11. Assesses the state of the market through surveys, traffic counts on sales days, and other appropriate mechanisms.
12. Works in conjunction with the Farmers Market Committee Chair to develop meeting agendas for the Farmers Market Committee Meetings and any items related to other City meetings. Is responsible for meeting packet assembly and entering into Municode or other approved software for all Dripping Springs Farmers Market Committee meetings. Serves as the liaison between the activities of the market and the DS Farmers Market Committee.
13. Purchases supplies and equipment for the Market in accordance with the City's Purchasing Policy and within budget constraints.
14. Participates in the development and administration of the annual Market budget.
15. Writes a market monthly report to the Parks and Community Services Director and Farmers Market Committee.
16. Explores and researches the viability of expanding market operations and offerings for the community of Dripping Springs.
17. Assists in the preparation and administration of Farmers Market grants.
18. Facilitates ~~annual winter months~~ market relocation ~~from Veterans Memorial Park to~~ Dripping Springs Ranch Park Event Center, or another location as needed due to weather or conflicting uses ~~(December—March)~~. Ensures proper press release and associated marketing making customers and vendors aware well in advance of such ~~the~~ move.
19. Maintains Market files for proper record retention and organization adhering to the City's Records Management & Retention Policy.
20. Coordinates with the appropriate City Staff to promote the Friends of Dripping Springs Farmers Market Sponsorship Program. Develops goals with Parks & Community Services Director to increase sponsorship participation.

21. Fulfills the Parks and Community Services Department mission. Drives Market revenue by expanding the Farmers Market outreach and education programs including offering cooking programs held at the Dripping Springs Ranch Park Event Center kitchen that feature Farmers Market vendors and contracted instructors.

22. Assists with Parks and Community Services Department projects, events, and programs as assigned by the Parks and Community Services Director.

~~22.~~23. Other Duties as assigned.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Education: High School Diploma or Equivalent. Preferred one or more years experience in marketing, public relations, event management, sales, or managing a farmers market or similar market.
2. To represent the City in a professional manner, establishing and maintaining effective working relationships with City employees, City officials, vendors, and the general public.
3. Possess an understanding and strong interest in issues related to local food, sustainability, farmers markets, and related issues.
4. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
5. Communication skills for both verbal and written media to accurately convey concepts and ideas.
6. Demonstrated ability to work with minimal supervision and exercise independent judgment.

E. TOOLS AND EQUIPMENT USED

Personal computer, including various computer programs such as Microsoft Office applications, public address system, 10-key calculator; phone, email; copy machine; tape recorder; and fax machine.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands; and reach with hands and arms. The employee is required to move about City Hall, the Parks and Community Services Ranch House Office, move about the Farmers Market, and travel to other locations. The market is held outside every Wednesday rain or shine and this position will be expected to be prepared to fulfill the duties of directing the activities of the Market in a wide range of outdoor weather conditions.

3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds.

G. WORK HOURS

The Farmers Market Manager position is full-time at 430 hours per week, with 10 of the hours spent assisting the Parks & Community Services department with duties not related to the Farmers Market. Office hours for this position flex based on the business needs of the Market but in general are Monday, Tuesday, Thursday, and Friday from 8:00 am to 5:00 pm, and (9:30am-5pm), Tuesday (11:30am-7pm), Wednesday Market Day (11:30 am-7:00 pm), and Thursday (9:30 am- 5:00 pm), with 30 minutes to one hour for lunch. Farmers Market Committee Meetings are held on the 3rd Thursday of each month. The position is officed in the Parks and Community Services Administration building located at the Dripping Springs Ranch Park – Ranch House, located at 1042 Event Center Drive. This is a full-time exempt position and eligible for compensatory time in leu of overtime, as described in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL. Any compensatory hours performed must be preapproved by their direct supervisor.

H. SALARY

Compensation is paid every other Friday as outlined in the CITY OF DRIPPING SPRINGS PESRONNEL MANUAL.

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the specific employee’s offer letter.

J. EQUAL OPPORTUNITY EMPLOYER

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, disability, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact the City Administrator at (512) 858-4725.

Please note: This Position Description is not a contract and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.



To: Mayor Bill Foulds, Jr. and the City Council of the City of Dripping Springs
From: Howard J. Koontz, AICP
Date: May 10, 2022
RE: Comprehensive Plan 2045 – Steering Committee “CPAC”

I. Background

As Dripping Springs embarks on a Comprehensive Plan development process over the course of 2022, staff is preparing the required meetings, venues, and volunteers who assist the project team in facilitating each phase of the process. A key and critical role is the creation and utilization of an intermediary committee that can serve as a sounding board for the consultants as they process and refine the information gathered from stakeholder interviews and public input. Staff has named this group the Comprehensive Plan Advisory Committee, or “CPAC”.

It's important to try and establish as beneficial a balance as possible when considering the make-up of the committee. Staff has considered the institutional knowledge of a wide range of our development and operational partners, and other organizations that may not rely on city administration directly but may have a symbiotic interest in the development patterns in and around the city of Dripping Springs for the years to come.

To that end, staff recommends the committee be established with the knowledge and input of such disciplines as the business community at-large like the Chamber of Commerce and Visitors Bureau; local outside utility institutions such as water and electric providers; the Dripping Springs School District; the Dripping Springs Library; life safety professionals from the Emergency Services District and Constable’s Office; historic preservation specialists; transportation consultants; housing and home market authorities; and long-time and vested residents with a strong background of experience and knowledge about the city’s growth and development changes.

Notably, staff has purposefully not recommended City Councilmembers or Planning & Zoning commissioners, because at the end of the Comprehensive Planning process, those two entities will be directly responsible for the recommendation of the plan to move forward, and/or the actual ratification of the Plan. Instead, these groups can be regularly updated on the plan's progress during the usual and customary course of staff reports at their regularly scheduled monthly meetings.

II. Steering Committee Appointees

Staff recommends a committee of 11 persons, for a few reasons: it's large enough to comprise a wide range of disciplines, but not so large that consensus wouldn't be possible. Also, an odd number committee could prevent a tie in the event there's a straw poll for items in discussion. Lastly, if a minority of individual members aren't able to attend every meeting, there will still be a sufficient number of committee members in attendance to offer meaningful insight and direction to the plan consultants.

Staff's finalized list of preferred appointees is:

- *Pam Owens, Business Community, Tourism*
- *Kim Fernea, Business Community, EDC Chair*
- *Holly Morris-Kuentz, DSISD Representative*
- *Marcie Cochran, Dripping Springs Library*
- *Doug Fowler, Emergency Services Representative*
- *Ron Hood, Constable's Office—Pct. 4*
- *Tessa Schmidtzinsky, Pedernales Electric Cooperative*
- *Mary Margaret Dement, long-time city resident*
- *Wayne Simoneau, long-time city resident*
- *Betty Meyer, long-time city resident*
- *Margaret Scharold, new city resident*

III. Council Action

At the March 1, 2022 regular city council meeting, staff presented this information with a request for direction on how to fill the positions. Later at the March 15th meeting additional discussion was had about prospective actors to fill the roles. At tonight's meeting, staff requests of the Council to affirm the final choices with a vote.